CITY OF ROCHESTER
201 4TH STREET SE, ROOM 108
ROCHESTER, MN 55904-3742
********PROPOSAL*********

FOR HIGHWAY CONSTRUCTION
AND MAINTENANCE PROJECTS WITH
BIDS RECEIVED UNTIL 11:00 O'CLOCK A.M. ON **Sept 25, 2013**

PROPOSAL OF _____
(Name of Firm) (Phone No.)

_____
(Address) (Fax No.)

_____
(City) (State) (Zip)

TO FURNISH AND DELIVER ALL MATERIALS AND TO PERFORM ALL WORK IN ACCORDANCE WITH THE CONTRACT, THE PLANS AND THE APPROVED DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION", 2005 EDITION, EXCEPT AS STATED OTHERWISE IN THE SPECIAL PROVISIONS WHICH ARE PART OF THIS PROPOSAL, FOR

CITY PROJECT NO. **(6216-2-09)** J NO. **(7267)**

STATE PROJECT NO. **159-123-007 (055-625-024)**

MINNESOTA PROJECT NO. **STPM 5513(236)**

LOCATION: **16th Street SE, ROCHESTER, MN**

TYPE OF WORK **Reconstruction of Concrete Roadway, Including Storm Sewer, Watermain, Signal Replacement and Bituminous Trail**

LENGTH **0.30** MILES STARTING DATE: **April 1, 2014**

COMPLETION DATE: **July 19, 2014**

NOTICE TO BIDDERS: In submitting a bid, you must return this complete proposal. You must initial changes made in the Schedule of Prices in the Proposal and acknowledge addenda on the back cover sheet.

I certify that this Proposal was prepared by me or under my direct supervision, and that I am a licensed professional engineer under the laws of the State of Minnesota.

Russell J. Kelm 09/05/2013
Russell J. Kelm, License Number 24667 (Date)

****

BID RIGGING IS A SERIOUS CRIME. IF YOU HAVE ANY INFORMATION CONCERNING COLLUSIVE BIDDING, EVEN A REQUEST TO SUBMIT A COMPLIMENTARY BID, PLEASE CALL THE MINNESOTA ATTORNEY GENERAL'S OFFICE AT TELE. NO. 651-296-1796

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CITY OF ROCHESTER
NOTICE OF BIDS

Notice is hereby given that bids will be received at the office of the City Clerk until **11:00 A.M. on Sept 25, 2013** for the construction of the following described local improvement, pursuant to Minnesota Statutes, Chapter 429, as amended, in accordance with the plans and specifications for the same which are on file in the Office of the City Clerk of said City:

State No.....SP 159-123-007 (055-625-024)
Federal No ...STPM 5513(236)
City No.....6301-3-97, J7267
Reconstruct 16th Street SE from South Broadway (TH 63) to 3rd Avenue SE

Immediately following expiration of the time for receiving bids, the City Clerk and two designated City officials will publicly open said bids in the City Hall and tabulate them in advance of the Council meeting. The Common Council will consider the bids in the Council/Board Chambers at the Government Center **at 7:00 P.M.** on **Oct 7, 2013**.

Said Construction generally consists of **Concrete Roadway, Including Storm Sewer, Watermain, Signal Replacement and Bituminous Trail**. The work includes the following approximate quantities of work:

	Description	Quantity	Units
2104.501	REMOVE CURB AND GUTTER	3,274	L F
2104.505	REMOVE CONCRETE PAVEMENT	9,379	S Y
2105.501	COMMON EXCAVATION (P)	7,644	C Y
2301.501	CONCRETE PAVEMENT	8,936	S Y
2301.511	STRUCTURAL CONCRETE	2,115	C Y
2503.511	12-30" RC PIPE SEWER	1,735	L F
2504.603	12" WATERMAIN DUCTILE IRON CL 52	1,621	L F
2565.511	TRAFFIC CONTROL SIGNAL SYSTEM	1	SIGS
2575.505	SODDING TYPE MINERAL	6,642	S Y
2582.603	4" DOUBLE SOLID LINE YELLOW-EPOXY (WR)	1,639	L F

Plan, Specifications and Contract Documents may be examined at the Department of Public Works, 201 4th St. SE, Room 108, Rochester, MN 55904, (507) 328-2400 or the City's website at https://egram.rochestermn.gov/.

Each bid must be sealed and accompanied by a cash deposit, bid bond, cashier's check or a certified check payable to the City of Rochester, Minnesota, for at least **5%** the amount of the bid, which amount shall be forfeited to the City of Rochester, Minnesota, as liquidated damages if the bidder, upon the letting of the contract to him shall fail to enter into the contract so let; the Common Council reserving the right to reject any and all bids.

A Performance and Payment Bond for the full amount of the contract by a surety company authorized to do business in the State of Minnesota will be required with the contract. (Personal bonds will not be accepted.)

Minimum wage rates to be paid by the Contractors have been predetermined and are subject to the Work Hours Act of 1962, P.L. 87-581 and implementing regulations.

READ CAREFULLY THE WAGE SCALES AND DIVISION A OF THE SPECIAL

PROVISIONS AS THEY AFFECT THIS/THESE PROJECT/PROJECTS

The Minnesota Department of Transportation hereby notifies all bidders:

in accordance with Title VI of the Civil Rights Act of 1964 (Act), as amended and Title 49, Code of Federal Regulations, Subtitle A Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation, it will affirmatively assure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded maximum opportunity to participate and/or to submit bids in response to this invitation, and will not be discriminated against on the grounds of race, color, disability, age, religion, sex or national origin in consideration for an award;

in accordance with Title VI of the Civil Rights Act of 1964 as amended, and Title 23, Code of Federal Regulations, Part 230

Subpart A-Equal Employment Opportunity on Federal and Federal-Aid Construction Contracts (including supportive services), it will affirmatively assure increased participation of minority groups and disadvantaged persons and women in all phases of the highway construction industry, and that on any project constructed pursuant to this advertisement equal employment opportunity will be provided to all persons without regard to their race, color, disability, age, religion, sex or national origin;

in accordance with the Minnesota Human Rights Act, Minnesota Statute 363A.08 Unfair discriminatory Practices, it will affirmatively assure that on any project constructed pursuant to this advertisement equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age;

in accordance with the Minnesota Human Rights Act, Minnesota Statute 363A.36 Certificates of Compliance for Public Contracts, and 363A.37 Rules for Certificates of Compliance, it will assure that appropriate parties to any contract entered into pursuant to this advertisement possess valid Certificates of Compliance.

If you are not a current holder of a compliance certificate issued by the Minnesota Department of Human Rights and intend to bid on any job in this advertisement you must contact the Department of Human Rights immediately for assistance in obtaining a certificate.

The following notice from the Minnesota Department of Human Rights applies to all contractors:

"It is hereby agreed between the parties that Minnesota Statute, section 363A.36 and Minnesota Rules, parts 5000.3400 to 5000.3600 are incorporated into any contract between these parties based on this specification or any modification of it. A copy of Minnesota Statute 363A.36 and Minnesota Rules, parts 5000.3400 to 5000.3600 is available upon request from the contracting agency."

"It is hereby agreed between the parties that this agency will require affirmative action requirements be met by contractors in relation to Minnesota Statute 363A.36 and Minnesota Rules 5000.3600. Failure by a contractor to implement an affirmative action plan or make a good faith effort shall result in revocation of its certificate or revocation of the contract (Minnesota Statute 363A.36, Subd. 2 and 3)."

A minimum goal of **7.0**% Good Faith Effort to be subcontracted to Disadvantaged Business Enterprises.

All proposals must be addressed to the City Clerk, City of Rochester, 201 4th St. SE, Room 135, Rochester, Minnesota 55904-3742 and shall have endorsed thereon:

State No..... SP 159-123-007 (055-625-024)
Federal No... STPM 5513(236)
City No 6301-3-97, J7267
Reconstruct 16th Street SE from South Broadway (TH 63) to 3rd Avenue SE

Dated at Rochester, Minnesota this **3rd day of September, 2013**.

JUDY K. SCHERR, CMC, City Clerk

NOTICE TO ALL BIDDERS -- TO REPORT BID RIGGING

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above tollfree "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Department of Public Works
201 4th Street SE, Room 108
Rochester, MN 55904-3740
(507) 328-2400

LIMITATION ON USE OF CONTRACT FUNDS FOR LOBBYING

Appendix C to Part ___ - Contract Clause

NEW RESTRICTIONS ON LOBBYING

(a) Definitions. As used in this clause,

"Agency", as defined in 5 U.S.C. 552(f), includes Federal Executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal action" means any of the following Federal actions:

(1) The awarding of any Federal contract;

(2) The making of any Federal grant;

(3) The making of any Federal loan;

(4) The entering into of any cooperative agreement; and,

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, load, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;

(2) A member of the uniformed services as defined in section 101(3). title 37, U.S. Code;

(3) A special Government employee as defined in section 202, title 18, U.S. Code;
and,

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

(1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable

compensation made to an officer or employee of a person requesting or receiving a Federal activities not directly related to a covered Federal action.

(B) For purposes of paragraph (A) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.

(C) For purposes of paragraph (A) of this section, the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:

(i) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) For purposes of paragraph (A) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:

(i) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(ii) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

(iii) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(E) Only those activities expressly authorized by paragraph (i) of this section are allowable under paragraph (i).

(ii) Professional and Technical Services by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional of technical services rendered directly in the preparation submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(B) For purposes of paragraph (A) of this section, "professional and technical services" shall be limited to advice and analysis directly

applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer), or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services, Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Only those services expressly authorized by paragraph (ii) of this section are allowable under paragraph (ii).

(iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iv) Professional and technical services by Other than Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(B) For purposes of paragraph (A) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(E) Only those services expressly authorized by paragraph (iv) of this section are allowable under paragraph (iv).

(c) Disclosure.

(1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, set forth in ____, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.

(2) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.

(3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (2) of this section. An event that materially affects the accuracy of this information reported includes:

(i) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(4) Any person who requests or receives from a person referred to in paragraph (1) of this section a subcontract exceeding $100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph (1) of this section. That person shall forward all disclosure forms to the agency.

(d) Agreement. In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 of each such expenditure.

(2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 or each such failure.

(3) Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 or the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

(End of Clause)

BILLING CODE 3110-01-M

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FEDERAL-AID PROJECT

NOTICE (BY SIGNING AND SUBMITTING THIS PROPOSAL)

By signing and submitting this proposal, the prospective primary bidder is providing the certification set out below. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why he/she cannot provide the certification set out below. Certification or explanation will be considered concerning the City of Rochester's determination whether to enter this transaction. Failure of the prospective primary participant to furnish a certification or a written explanation why he/she cannot provide the certification shall disqualify such people from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the City of Rochester decided to enter this transaction. If it is later decided that the prospective primary participant knowingly rendered an erroneous certification, beyond other remedies available to the Federal Government, the City of Rochester may end this transaction for cause of default. The prospective primary participant shall provide immediate written notice to the City of Rochester if any time the prospective primary participant learns that his/her certification was erroneous when submitted or has become erroneous due to changed circumstances.

The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded as used in this clause have the meanings set out in the Definition and Coverage sections of the rules carrying out Federal Executive Order 12549 dated February 18, 1986. Bidders may contact MnDOT for assistance in obtaining a copy of these regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered, he/she shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the City of Rochester and MnDOT. Nothing contained in this shall be construed to require establishment of system of records to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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The prospective primary participant further agrees by submitting this proposal that he/she will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" provided by MnDOT without modification in all solicitations for lower tier covered transactions. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that he/she and his/her principals are not debarred, suspended, ineligible, or voluntarily excluded, from the covered transaction by any Federal agency, unless he/she knows that the certification is erroneous. A participant may decide the method and frequency by which he/she decides the eligibility of his/her principals.

Except as authorized by MnDOT, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, beyond other remedies available to the Federal Government, the City of Rochester may end this transaction for cause or default.

<u>Certification Regarding Debarment, Suspension, and Other</u>

Responsibility Matters-Primary Covered Transactions

(I)(We) certify that the firm or any person associated with it in the capacity of owner, partner, director, officer, project director, manager auditor, or any position involving the administration of Federal funds:

- ☐ are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntary excluded from covered transactions by any Federal department or agency;

- ☐ have not within the three-year period preceding this proposal been convicted of or had a civil judgment rendered for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or receiving stolen property;

- ☐ are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the above enumerated offenses;

- ☐ have not within a three year period preceding this application/proposal had one or more transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

(I)(We) agree that (my)(our) signatures on this proposal form certification of "status" under penalty of perjury under the laws of the United States.

Department of Public Works
201 4th Street SE, Room 108
Rochester, MN 55904-3740
(507) 328-2400

NOTICE TO BIDDERS (TRAFFIC CONTROL PREVAIL WAGE)

The following defines the United States Department of Labor's interpretation of contract labor provision coverage for employees who work for traffic control companies and /or perform traffic control duties.

Non-covered Supplier Designated Duties:

Employees of bona fide "Material Persons/Suppliers" are not covered. A Material Person/Supplier is limited to supply, delivery, and routine maintenance (once a week) of barricades, cones, flashers, etc. to the job site.

The following functions, except as qualified in "6." below, do not come under the prevailing wage requirements of the contracts:

1. Supply and delivery of traffic control devices such as barricades, cones, barrels, flashers and signboards.

2. Routine and periodic maintenance service (usually once a week).

3. Removal of equipment from job site.

4. In connection with delivery, they may drop the equipment at a central stockpile location or at various locations along the project. Employees of company may set-up the equipment as long as such set-up is by dropping barrels and cones from the back of a moving truck.

5. Maintenance would consist of inspecting and cleaning the equipment, replacing broken or lost equipment, replacing barricades knocked down or out of line, and changing light bulbs and barricades.

6. If an employee spends more than 20% of their workweek performing the above duties on a Davis-Bacon (Federal-Aid) project or other Davis-Bacon (Federal-Aid) projects, prevailing wage rates would apply for the time so spent.

Covered Contractor or Subcontractor Duties:

The following functions are covered under the contract labor provisions. Any contractor performing these duties will need to be listed on a Request to Sublet form and their employees performing the duties will need to be listed on a Certified Payroll form and submitted following the appropriate procedures.

Related and continuing traffic control services such as, but not limited to:

1. Moving barricades and barriers as construction work progresses.
2. Moving barricades for lane closures and changes.
3. Painting traffic lines.
4. Sandblasting to remove traffic lines.
5. Applying and removing traffic tape.
6. Setting up barrels or barricades other than those dropped from the back of a moving truck.
7. Digging postholes to erect temporary warning signs (only).
8. Erection of advance temporary warning signs.
9. Placing temporary signboards.

On Federal-aid Projects (only) when there is no appropriate classification listed under either the state or federal wage determinations, a classification wage rate will be negotiated using the procedures under FHWA 1273, REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS, Part IV. PAYMENT OF PREDETERMINED MINIMUM WAGE, Subp. 2. Classifications.

Department of Public Works
201 4th Street SE, Room 108
Rochester, MN 55904-3740
(507) 328-2400

NOTICE TO BIDDERS – SUSPENSIONS / DEBARMENTS

This federally funded project is being administered by a city/county agency. As such the Department of Transportation Debarments located at:

http://www.dot.state.mn.us/pre-letting/prov/order/suspension.pdf apply to this project.

Since the project is financed in whole or in part with federal funds, refer to the following website for vendors debarred by federal government agencies: https://www.epls.gov/.

The Department of Administration Debarment list does NOT apply to this project.

DEPARTMENT OF TRANSPORTATION

NOTICE OF DEBARMENT

NOTICE IS HEREBY GIVEN that MnDOT has ordered that the following vendors be debarred for a period of thirty (30) months, effective August 22, 2011 until February 22, 2014:

- Marlon Louis Danner and his affiliates, South St. Paul, MN
- Danner, Inc. and its affiliates, South St. Paul, MN
- Bull Dog Leasing, Inc. and its affiliates, Inver Grove Heights, MN
- Danner Family Limited Partnership and its affiliates, South St. Paul, MN
- Ell-Z Trucking, Inc. and its affiliates, South St. Paul, MN
- Danner Environmental, Inc. and its affiliates, South St. Paul, MN

NOTICE IS HEREBY GIVEN that MnDOT has ordered that the following vendors be debarred for a period of three (3) years, effective March 25, 2011 until March 25, 2014:

- Philip Joseph Franklin and his affiliates, Leesburg, VA
- Franklin Drywall, Inc. and its affiliates, Little Canada, MN
- Master Drywall, Inc. and its affiliates, Little Canada, MN

NOTICE IS HEREBY GIVEN that MnDOT has ordered that the following vendors be debarred for a period of three (3) years, effective May 6, 2013 until May 6, 2016:

- Gary Francis Bauerly and his affiliates, Rice, MN
- Gary Bauerly, LLC and its affiliates, Rice, MN
- Watab Hauling Co. and its affiliates, Rice, MN

Minnesota Statute section 161.315 prohibits the Commissioner, counties, towns, or home rule or statutory cities from awarding or approving the award of a contract for goods or services to a person who is suspended or debarred, including

1) any contract under which a debarred or suspended person will serve as a subcontractor or material supplier,

2) any business or affiliate which the debarred or suspended person exercises substantial influence or control, and

3) any business or entity, which is sold or transferred by a debarred person to a relative or any other party over whose actions the debarred person exercises substantial influence or control, remains ineligible during the duration of the seller's or transfer's debarment.

DEPARTMENT OF ADMINISTRATION

As of the date of this notice and in accordance with Minnesota Rules 1230.1150, the Minnesota Department of Administration has debarred and disqualified the following persons and businesses from entering into or receiving a State of Minnesota contract.

NAME	DATE OF DEBARMENT
Best Used Trucks of Minnesota, Inc. 635 Marin Ave. Crookston, MN 56716	Nov. 20, 2012 through Nov. 20, 2015 (eligible for reinstatement on Nov. 20, 2016)
Bull Dog Leasing, Inc. 7854 Danner Court Inver Grove Heights, MN 55076	Aug. 30, 2011 through Aug. 30, 2014 (eligible for reinstatement on Aug. 30, 2015)
Danner Family Ltd. Ptnship. 843 Hardman Ave. S. S. St. Paul, MN 55075	Aug. 30, 2011 through Aug. 30, 2014 (eligible for reinstatement on Aug. 30, 2015)
Danner, Inc. 843 Hardman Ave. S. S. St. Paul, MN 55075	Aug. 30, 2011 through Aug. 30, 2014 (eligible for reinstatement on Aug. 30, 2015)
Ell-Z Trucking, Inc. 843 Hardman Ave. S. S. St. Paul, MN 55075	Aug. 30, 2011 through Aug. 30, 2014 (eligible for reinstatement on Aug. 30, 2015)
Franklin Drywall, Inc. 43279 Fieldsview Crt. Leesburg, VA 20176	March 25, 2011 through March 25, 2014 (eligible for reinstatement on March 25, 2015)
Master Drywall, Inc. 43279 Fieldsview Crt. Leesburg, VA 20176	March 25, 2011 through March 25, 2014 (eligible for reinstatement on March 25, 2015)
Watab Hauling Co. Gary Francis Bauerly 9695 Deerwood Rd. NE Rice, MN 56367	Jan. 14, 2013 through Jan. 14, 2016 (eligible for reinstatement on Jan. 14, 2017)

Minnesota Administrative Rule part 1230.1150, subpart 6 requires the Materials Management Division to maintain a master list of all suspensions and debarments. The master list must retain all information concerning suspensions and debarments as a public record for at least three (3) years following the end of a suspension or debarment. Refer to the following website for the master list: http://www.mmd.admin.state.mn.us/debarredreport.asp.

If the project is financed in whole or in part with federal funds, refer to the following website for vendors debarred by federal government agencies: http://sam.gov.

Department of Public Works
201 4th Street SE, Room 108
Rochester, MN 55904-3740
(507) 328-2400

NOTICE TO BIDDERS – THIS PROJECT HAS A DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENT

If you are the apparent low bidder, you will be required to submit certain DBE documents to the Office of Civil Rights at the Minnesota Department of Transportation **within five (5) business days after the bid opening date** (the five day period starts the next business day after the bid opening date). Failure to do so could result in **disqualification** as the lowest responsible bidder and award proceedings may then be initiated with the next lowest responsible bidder.

The local agency will attempt to notify the apparent low bidder as soon as possible after the bids are opened and examined. To ensure that the apparent low bidder is notified in a timely manner it is required to have the contact information for at least one responsible party and an alternate party – at least one of whom must be available immediately after the bids have been examined – capable of commencing the DBE document submittal.

Fill in the contact information in the spaces provided.

Responsible party:

Name: _____

Telephone: _____

Fax: _____

Email address: _____

Postal address: _____

_____

Alternate party:

Name: _____

Telephone: _____

Fax: _____

Email address: _____

Postal address: _____

_____

Rev. 12/18/2006

STATE FUNDED CONSTRUCTION CONTRACTS

SPECIAL PROVISIONS DIVISION A - LABOR

February 1, 2006

I PREAMBLE

It is in the public interest that public buildings and other public works projects be constructed and maintained by the best means and the highest quality of labor reasonably available and that persons working on public works projects be compensated according to the real value of the services they perform.[1]

Therefore, the department shall administer this contract pursuant to the **Federal Davis-Bacon and Related Acts, Required Contract Provisions Federal-Aid Construction Contracts, Form-1273, U.S. Department of Labor's Field Operations Handbook, State of Minnesota Statutes and Rules, MNDOT's Standard Specifications for Construction, MNDOT's Contract Administration Manual and MNDOT's State Aid Manual.**

II DEFINITIONS[2]

A. **Contract**: The written agreement between the contracting authority and the prime contractor setting forth their obligations, including, but not limited to, the performance of the work, the furnishing of labor and materials, the basis of payment, and other requirements contained in the contract documents.

B. **Contracting Authority**: The political subdivision, governmental body, board, department, commission, or officer making the award and execution of contract as the party of the first part.

C. **Contractor:** The term "contractor" in these provisions shall include the prime contractor, subcontractor, agent, or other person doing or contracting to do all or part of the work under this contract.[3]

D. **Department**: The Department of Transportation of the State of Minnesota, or the political subdivision, governmental body, board, commission, office, department, division, or agency constituted for administration of the contract work within its jurisdiction.

E. **First Tier Subcontractor**: An individual, firm, corporation, or other entity to which the prime contractor sublets part of the contract.

F. **Independent Truck Owner/Operator (ITO)**: An individual, partnership, or principal stockholder of a corporation who owns or holds a vehicle under lease and who contracts that vehicle and the owner's services to an entity that provides construction services to a public works project.[4]

G. **Laborer or Mechanic**: A worker in a construction industry labor class identified in or pursuant to Minnesota Rules 5200.1100, Master Job Classifications.[5]

H. **Plan:** The plan, profiles, typical cross-sections, and supplemental drawings that show the locations, character, dimensions, and details of the work to be done.

I. **Prime Contractor:** The individual, firm, corporation, or other entity contracting for and undertaking prosecution of the prescribed work; the party of the second part to the contract, acting directly or through a duly authorized representative.

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[1] Minnesota Statute 177.41
[2] MNDOT Standard Specifications for Construction, Section 1103
[3] Minnesota Statute 177.44, Subdivision 1
[4] Minnesota Rules 5200.1106, Subpart 7(A)
[5] Minnesota Rules 5200.1106, Subpart 5(A)

J. **Project:** The specific section of the highway, the location, or the type of work together with all appurtenances and construction to be performed under the contract.

K. **Second Tier Subcontractor:** An individual, firm, corporation, or other entity to which a first tier subcontractor sublets part of the contract.

L. **Special Provisions:** Additions and revisions to the standard and supplemental specifications covering conditions peculiar to an individual project.

M. Specifications: A general term applied to all directions, provisions, and requirements pertaining to performance of the work.

N. **Subcontractor:** An individual, firm, corporation, or other entity to which the prime contractor or subcontractor sublets part of the contract.

O. **Substantially In Place:** Mineral aggregate is deposited on the project site directly or through spreaders where it can be spread from or compacted at the location where it was deposited.[6]

P. **Trucking Broker:** An individual or business entity, the activities of which include, but are not limited to: contracting to provide trucking services in the construction industry to users of such services, contracting to obtain such services from providers of trucking services, dispatching the providers of the services to do work as required by the users of the services, receiving payment from the users in consideration of the trucking services provided and making payment to the providers for the services.[7]

Q. **Trucking Firm/Multiple Truck Owner (MTO):** Any business entity that owns more than one vehicle and hires the vehicles out for services to brokers or contractors on public works projects.[8]

R. **Work:** The furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all the duties and obligations imposed by the contract upon the contractor. Also used to indicate the construction required or completed by the contractor.

III SCOPE – SPECIAL PROVISIONS DIVISION A & CONTRACT

A. These provisions shall apply to this contract, which is funded in whole or in part with federal funds[9] and state funds.[10]

B. These provisions shall apply to the prime contractor and all subcontractors contracting to do all or part of the work under this contract.[11]

C. The provisions established in this document do not necessarily represent all federal, state, and local laws, ordinances, rules and regulations. It is the responsibility of the prime contractor to inform itself and all subcontractors about other regulations that may be applicable to this contract.

D. The prime contractor is responsible to ensure that each subcontractor performing work under this contract receives copies of all required contract provisions.[12] These provisions shall be incorporated into written subcontracts and must be displayed on the poster board.[13]

E. The department shall administer this contract in accordance with all applicable federal regulations, state statutes and rules[14], along with the plans, specifications and provisions, which are incorporated into and found elsewhere in this contract.

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[6] Minnesota Rules 5200.1106, Subpart 5(C)
[7] Minnesota Rules 5200.1106, Subpart 7(C)
[8] Minnesota Rules 5200.1106, Subpart 7(B)
[9] 29 CFR Part 5.5(a)
[10] Minnesota Statute 177.41
[11] Minnesota Statute 177.44, Subdivision 1
[12] 29 CFR Part 5.5(a)(6)
[13] Minnesota Statute 177.44, Subdivision 5

F. An unpublished decision from the Minnesota Court of Appeals affirms the authority of the Minnesota Commissioner of Transportation to enforce the Minnesota Prevailing Wage Law on a case-by-case basis.[15] Therefore, the department shall provide enforcement in a manner consistent with the decision notwithstanding any prior notices on the subject.

G. For additional information refer to: www.dot.state.mn.us/const/labor/.

IV PAYROLLS AND STATEMENTS

A. Each week, in which work was performed under this contract, all contractors shall submit a payroll statement to the department.[16] Each statement shall be submitted within seven days after the regular payment date of the payroll period.[17] Each payroll submitted shall include all employees that performed work under this contract and provide at a minimum the following information:[18]

1. Contractor's name, address, and telephone number.
2. State project number.
3. Payroll report number.
4. Project location.
5. Workweek ending date.
6. Name, social security number, and home address for each employee.
7. Labor classification(s) and/or three-digit code for each employee.
8. Hourly straight time and overtime wage rates paid to each employee.
9. Daily and weekly hours worked in each labor classification, including overtime hours for each employee.
10. Authorized legal deductions for each employee.
11. Project gross amount, weekly gross amount and net wages paid to each employee.

B. Payroll records may be submitted in any form provided it includes all the information contained in **Subpart A (1 - 11)** of this section.[19] However, contractors needing a payroll form may utilize the "front side" of the **U.S. Department of Labor's, WH-347 – Payroll Form**. This form is available by visiting the Labor Compliance website.[20]

C. All payroll records must be accompanied with a completed and signed MNDOT, 21658 - **Statement of Compliance Form**.[21]

D. The prime contractor is responsible for assuring that its payroll records and those of all subcontractors include all employees that performed work under this contract and accurately reflect the hours worked, regular and overtime rates of pay and classification of work performed.[22]

E. The prime contractor is responsible to maintain all certified payroll records, including those of all subcontractors, throughout the course of a construction project and retain all records for a period of three years after the final contract voucher has been issued.[23]

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[14] Minnesota Rules 8820.3000, Subpart 2
[15] Minnesota Court of Appeals Case Number: C6-97-1582
[16] Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section V, Subpart 2(c)
[17] 29 CFR Part 3.4(a)
[18] Minnesota Rules 5200.1106, Subpart 10
[19] Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section V, Subpart 2(c)
[20] www.dot.state.mn.us/const/labor/
[21] Minnesota Rules 5200.1106, Subpart 10
[22] 29 CFR Part 5.5(a)(6)
[23] Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section V, Subpart 2(a)

F. At the end of each pay period, each contractor shall provide every employee, in writing, an accurate detailed earnings statement.[24]

G. Upon request from the U.S. Department of Labor (U.S. DOL), Federal Highway Administration (FHWA), Minnesota Department of Labor and Industry (MN/DLI) or the Department, the prime contractor shall promptly furnish copies of payroll records for its workers and those of all subcontractors, along with other records, deemed appropriate by the requesting agency to determine compliance with these contract provisions.[25]

H. At the department's discretion, the project engineer may administer the submission of payroll records according to MNDOT's Payroll Maintenance Program. The guidelines for the implementation and administration of this program are outlined in the **MNDOT Contract Administration Manual, Section A(4)(d)**. The program has not been approved for federal aid contracts administered by local units of government and will not be allowed for such contracts. However, the program may be utilized for local state-aid contracts.

I. If, after written notice, the prime contractor fails to submit its payroll reports and certification forms and those of any subcontractor, the department may implement the actions prescribed in section **XVI (NON-COMPLIANCE AND ENFORCEMENT).**

V WAGE RATES

A. The prime contractor is responsible to ensure that its workers and those of all subcontractors are compensated according to the U.S. DOL federal general decision(s) and the MN/DLI state prevailing wage determination(s) incorporated into and found elsewhere in this contract, **whichever is greater**. All contractors shall pay each worker the required minimum total hourly wage rate for all hours worked on the project and for the appropriate classification of labor.

1. Federal building, heavy and highway general decisions are specific to the county in which the construction work is being performed; a decision does not cross county or state lines.[26] If a project extends into more than one county or state, the applicable wage decision for each county or state shall be incorporated into and found elsewhere in this contract.
2. State highway and heavy wage determinations are specific to ten separate regions throughout the state of Minnesota. If a project extends into more than one region, the applicable wage decision for each region shall be incorporated into and found elsewhere in this contract.
    a. If this contract contains multiple highway and heavy wage determinations, there shall be only one standard of hours of labor and wage rates.[27]
3. State commercial wage determinations are specific to the county in which the construction work is being performed. If a project extends into more than one county, the applicable wage determination for each county shall be incorporated into and found elsewhere in this contract.
    a. If this contract contains multiple commercial wage determinations, there shall be only one standard of hours of labor and wage rates.[28]

B. Wage rates listed in the federal and/or state wage determination(s) contain two components: the hourly basic rate and the fringe rate; together they equal the total prevailing wage rate. A

[24] Minnesota Statute 181.032
[25] Minnesota Statute 177.44, Subdivision 7 and Minnesota Rules 5200.1106, Subpart 10
[26] 29 CFR Part 1.7(a)
[27] Minnesota Statute 177.44, Subdivision 4
[28] Minnesota Statute 177.44, Subdivision 4

contractor shall compensate a worker at a minimum, a combination of cash and fringe benefits equaling the total prevailing wage rate.[29]

C. The applicable certified wage decisions incorporated into and found elsewhere in this contract remain in effect for the life of this contract. The wage decisions do not necessarily represent the workforce that can be obtained at the rates certified by the U.S. DOL or MN/DLI. It is the responsibility of the prime contractor and any subcontractor to inform themselves about local labor conditions and prospective changes or adjustments to the wage rates. No increase in this contract price shall be allowed or authorized due to wage rates that exceed those incorporated into this contract.

D. A contractor shall not reduce a worker's private, regular rate of pay when the wage rate certified by the U.S. DOL or MN/DLI is less than the worker's normal hourly wage.[30]

E. From the time a worker is required to report for duty at the project site until the worker is allowed to leave the site, no deductions shall be made from the worker's hours for any delays of less than twenty consecutive minutes.[31]

1. In situations where a delay may exceed twenty consecutive minutes and the contractor requires a worker to remain on the premises or so close to the premises that the worker cannot use the time effectively for the worker's own purposes, the worker is considered "on-call"[32] and shall be compensated in accordance with **Subpart B** of this section, unless the worker is allowed or required to leave the project site.

F. A contractor making payment to an employee, laborer, mechanic, worker, or truck owneroperator shall not accept a rebate for the purpose of reducing or otherwise decreasing the value of the compensation paid.[33]

G. Any employee who knowingly permits a contractor to pay less than the total prevailing wage or gives up any part of the compensation to which the employee is entitled may be subject to penalties.[34]

VI BONA FIDE FRINGE BENEFITS

A. "funded" fringe benefit plan is one that allows the contractor to make irrevocable contributions on behalf of an employee to a financially responsible trustee, third person, fund, plan or program, without prior approval from the U.S. Department of Labor. Types of "funded" fringe benefits may include, but are not limited to: pension, health and life insurance.[35]

B. An "unfunded" fringe benefit plan or program is one that allows the contractor to furnish an in-house benefit on behalf of an employee. The cost to provide the benefit is funded from the contractor's general assets rather than funded by contributions made to a trustee, third person, fund, plan or program. Types of "unfunded" fringe benefits may include, but are not limited to: holiday plans, vacation plans and sick plans.[36]

C. Credit toward the total prevailing wage rate shall be determined for each individual employee and is allowed for bona fide fringe benefits that:[37]

1. include contributions irrevocably made by a contractor on behalf of an employee to a financially responsible trustee, third person, fund, plan, or program;

[29] Minnesota Statute 177.42, Subdivision 6
[30] Minnesota Statute 181.03, Subdivision 1(2)
[31] Minnesota Rules 5200.0120,Subpart 1
[32] Minnesota Rules 5200.0120, Subpart 2
[33] Minnesota Rules 5200.1106, Subpart 6
[34] Minnesota Statute 177.44, Subdivision 6
[35] 29 CFR Parts 5.26 and 5.27
[36] 29 CFR Part 5.28
[37] 29 CFR Part 5.23

2. are legally enforceable;
3. have been communicated in writing to the employee; and
4. are made available to the employee once he/she has met all eligibility requirements.

D. No credit shall be allowed for benefits required by federal, state or local law, such as: worker's compensation, unemployment compensation, and social security contributions.[38]

E. Upon request from the Minnesota Department of Labor and Industry (MN/DLI) or the Department, the prime contractor shall promptly furnish copies of fringe benefit records forits workers and those of all subcontractors, along with other records, deemed appropriate by the requesting agency to determine compliance with these contract provisions.[39]

F. F. In addition to the requirements set forth in Subpart C of this section, it is the responsibility of the prime contractor and any subcontractor to inform themselves about other federal and state fringe benefit regulations that may be applicable to this contract.

G. Contractors shall submit a completed and signed MNDOT, 21658 - Statement of **Compliance Form,** identifying any fringe contributions made on behalf of a worker.[40] The form must be submitted in accordance with section **IV (PAYROLLS AND STATEMENTS), Subparts A and C.**

H. Pursuant with Minnesota Statute 181.74, Subdivision 1, a contractor that is obligated to deposit fringe benefit contributions on behalf of its employees into a financially responsible trustee, third person, fund, plan, or program and fails to make timely contributions may be guilty of a gross misdemeanor. A contractor found in violation of the above-mentionedstatute shall compel the department to take such actions as prescribed in section **XVI, (NONCOMPLIANCE AND ENFORCEMENT).**

VII OVERTIME

A. A contractor shall not permit or require a worker to work in excess of 40 hours per week unless the worker is compensated at a rate not less than 1-1/2 times the basic hourly rate as determined by the United States Secretary of Labor.[41]

B. A contractor shall not permit or require a worker to work longer than the prevailing hours of labor unless the worker is paid for all hours in excess of the prevailing hours at a rate of at least 1-1/2 times the hourly basic hourly rate of pay. [42] The prevailing hours of labor is defined as not more than 8 hours per day or more than 40 hours per week.[43]

C. In addition to the requirements set forth in Subparts A and B of this section, it is the responsibility of the prime contractor and any subcontractor to inform themselves about other federal and state overtime regulations that may be applicable to this contract.

VIII LABOR CLASSIFICATIONS

A. All contractors shall refer to the federal general decision or the state wage determination incorporated into and found elsewhere in this contract to obtain an applicable job classification. Workers must be classified and compensated for the actual work performed regardless of the worker's skill level.[44] The prime contractor shall ensure that all contractors adhere to the following requirements:

[38] 29 CFR Part 5.29(f)
[39] Minnesota Statute 177.44, Subdivision 7 and Minnesota Rules 5200.1106, Subpart 10
[40] Minnesota Rules 5200.1106, Subpart 10
[41] Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 7
[42] Minnesota Statute 177.44, Subdivision 1
[43] Minnesota Statute 177.42, Subdivision 4
[44] Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 1(a)

1. Prior to performing work under this contract, all contractors shall review the federal general decision and complete a **U.S. DOL, SF-1444 - Request for Authorization of Additional Classification and Wage Rate Form** for any labor classification missing from the decision and submit it to the MNDOT Labor Compliance Unit for processing.[45]
2. If a contractor cannot determine an appropriate job classification, state law requires that the worker be assigned a job classification that is the "same or most similar".[46] Contractors should refer to the Master Job Classification List[47] to obtain an applicable labor classification. Clarification regarding labor classifications should be directed to the MN/DLI or the MNDOT Labor Compliance Unit.

IX INDEPENDENT CONTRACTORS, OWNERS, SUPERVISORS AND FOREMAN

A. An independent contractor performing work as a laborer or mechanic is subject to the contract prevailing wage requirements[48] for the classification of work performed and shall adhere to the requirements established in sections **IV (PAYROLLS AND STATEMENTS); V (WAGE RATES); VI (FRINGE BENEFITS); VII (OVERTIME) and VIII (LABOR CLASSIFICATIONS)**. In order to ensure compliance, the department may examine the subcontract agreement to determine if the bid price submitted covers the applicable prevailing wage rate for the number of hours worked, along with other records, deemed appropriate by the department.[49]

B. Pursuant with state regulations, owners, supervisors and foreman performing work under the contract[50] shall be compensated in accordance with section **V (WAGE RATES)**. Furthermore, the prime contractor and any subcontractor shall adhere to the requirements established in sections **IV (PAYROLLS AND STATEMENTS); VI (FRINGE BENEFITS); VII (OVERTIME) and VIII (LABOR CLASSIFICATIONS)**.

C. Pursuant with federal regulations, the contract labor provisions do not apply to owners, supervisors or foreman whose duties are primarily associated with bona fide administrative, executive or clerical positions. These individuals are not deemed to be laborers or mechanics.[51]

   1. However, working owners, supervisors and/or foreman who devote more than 20 percent of their time during a workweek to laborer or mechanic duties are considered laborers or mechanics for the time so spent and are subject to the requirements established in sections **IV (PAYROLLS AND STATEMENTS); V (WAGE RATES); VI (FRINGE BENEFITS); VII (OVERTIME) and VIII (LABOR CLASSIFICATIONS)**.

X APPRENTICES, TRAINEES AND HELPERS

A. An apprentice is not subject to the federal and/or state wage decisions incorporated into and found elsewhere in this contract, provided the contractor can demonstrate compliance with **Subparts (1 - 4)** of this section: [52]

   1. The apprentice is performing the work of his/her trade.
   2. The apprentice is registered with the U.S. DOL Bureau of Apprenticeship and Training or MN/DLI Division of Voluntary Apprenticeship.
   3. The apprentice is compensated according to the rate specified in the program for the level of progress.

[45] Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 2
[46] Minnesota Statute 177.44, Subdivision 1
[47] Minnesota Rules 5200.1100
[48] 29 CFR Part 5.2(o) and Minnesota Statute 177.41
[49] Minnesota Statute 177.44, Subdivision 7 and Minnesota Rules 5200.1106, Subpart 10
[50] Minnesota Statute 177.44, Subdivision 1
[51] 29 CFR Part 5.2(m)
[52] Minnesota Rules 5200.1070

4. The ratio of apprentices to journeyman workers on the project is not greater than the ratio permitted for the contractor's entire work force under the registered program.[53]

B. A trainee is not subject to the federal general decision incorporated into and found elsewhere in this contract, provided the contractor can demonstrate compliance with **Subparts (1 - 4)** of this section: [54]

1. The trainee is performing the work of his/her trade.
2. The trainee is registered with the U.S. DOL Employment and Training Administration.
3. The trainee is compensated according to the rate specified in the program for the level of progress.
4. The ratio of trainees to journeyman workers on the project is not greater than the ratio permitted under the program.
5. All hours worked in excess of the prescribed hours allowed under the program and/or this contract shall be paid at the journeyman wage rate incorporated into and found elsewhere in this contract.
6. A trainee is not exempt under state law; the contractor shall assign the trainee a job classification that is the "same or most similar"[55] and compensate the trainee for the actual work performed regardless of the trainee's skill level, unless the trainee is:[56]
   a. employed and registered in a bona-fide apprenticeship program; or
   b. employed in the first 90 days of probationary employment as an apprentice, is not registered in the apprenticeship program, but has been certified by the proper government authorities to be eligible for probationary employment as an apprentice.

C. A helper may perform work only if the helper classification is specified and defined in the federal general decision incorporated into and found elsewhere in this contract or is approved pursuant to the federal conformance procedure:[57]

1. A helper is not exempt under state law; a contractor shall assign the helper a job classification that is the "same or most similar"[58] and compensate the helper for the actual work performed regardless of the helper's skill level.[59]

D. If a contractor fails to demonstrate compliance with the terms established in **Subparts A – C** of this section, the contractor shall compensate the worker not less than the applicable total prevailing wage rate for the actual work performed.[60]

XI SUBCONTRACTING PART OF THIS CONTRACT[61]

A. If the prime contractor intends to sublet any portion of this contract, it shall complete and submit a **MNDOT, TP-21834, Request To Sublet Form** to the project engineer 10 days prior to the first day of work for any subcontractor.

B. The prime contractor shall not subcontract any portion of this contract without prior written consent from the project engineer.

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[53] MN/DOLI Division of Apprenticeship – April 6, 1995 Memorandum from Jerry Briggs, Director
[54] Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 4(b)
[55] Minnesota Statute 177.44, Subdivision 1
[56] Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 1(a)
[57] Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 4(c)
[58] Minnesota Statute 177.44, Subdivision 1
[59] Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 1(a)
[60] Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 4(a)(b)(c)
[61] MNDOT Standard Specifications for Construction, Section 1801

C. The prime contractor's organization shall perform work amounting to not less than 40 percent of the total original contract cost. However, contracts with Disadvantaged Business Enterprise (DBE) or Targeted Group Business (TGB) established goals, or both, the contractor's organization shall perform work amounting to not less than 30 percent of the total original contract cost.

D. A first tier subcontractor shall not subcontract any portion of its work under this contract unless approved by the prime contractor and the project engineer. In addition, a first tier subcontractor may only subcontract up to 50% of its original subcontract.

E. A second tier subcontractor shall not subcontract any portion of its work under this contract.

F. Written consent to subcontract any portion of this contract does not relieve the prime contractor of liabilities and obligations under the contract and bonds.

G. Contractors shall not subcontract with or purchase materials or services from a debarred or suspended person.[62]

XII POSTER BOARDS

A. The prime contractor shall construct and display a poster board, which contains all required posters, is legible and is accessible to all workers from the first day of work until the project is 100 percent complete.[63] The prime contractor is not allowed to place a poster board at an off-site location.

1. The prime contractor can obtain the required posters by contacting MNDOT at (651) 366-3091. The prime contractor will need to furnish its name, mailing address, the type of posters (federal-aid) and the quantity needed.

XIII EMPLOYEE INTERVIEWS

A. At any time the prime contractor shall permit representatives from the U.S. DOL, FHWA, MN/DLI, or the Department to interview its workers and those of any subcontractor during working hours on the project.[64]

XIV TRUCKING / OFF-SITE FACILITIES

A. The prime contractor is responsible to ensure that its workers and those of all subcontractors are compensated in accordance with the federal wage decision incorporated into and found elsewhere in this contract for the following work duties:

1. The processing or manufacturing of material, including the hauling of material to and from an immediately adjacent, dedicated off-site facility.[65]
2. The hauling of any or all stockpiled or excavated materials on the project work site to other locations on the same project.[66]

B. The prime contractor is responsible to ensure that its workers and those of all subcontractors, are compensated in accordance with the state wage determination incorporated into and found elsewhere in this contract for the following work duties:

1. The processing or manufacturing of material, including the hauling of material to and from a prime contractor's material operation that is not a separate commercial establishment.[67]

[62] Minnesota Statute 161.315, Subdivision 3(3)
[63] Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 1(a)
[64] Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section V, Subpart 2(g)
[65] 29 CFR Part 5.2(l)(2)
[66] 29 CFR Part 5.2(j)(1)
[67] ALJ Findings of Fact, Conclusions of Law, and Recommendation, Conclusions (7), Case #12-3000-11993-2

2. The processing or manufacturing of material, including the hauling of material to and from an off-site material operation that is not considered a commercial establishment. [68]
3. The hauling of any or all stockpiled or excavated materials on the project work site to other locations on the same project even if the truck leaves the work site at some point.[69]
4. The delivery of materials from a non-commercial establishment to the project and the return haul.[70]
5. The delivery of materials from another construction project site to the public works project and the return haul, either empty or loaded. Construction projects are not considered commercial establishments.[71]
6. The hauling required to remove any materials from the project to a location off the project site and the return haul, either empty or loaded from other than a commercial establishment.[72]
7. The delivery of mineral aggregate materials from a commercial establishment, which is deposited "substantially in place" and the return haul, either empty or loaded.[73]

C. The work duties prescribed in **Subpart A (1 - 2) and Subpart B (1 - 7)** of this section do not represent all possible hauling activities and/or other work duties that may be performed under this contract. It is the responsibility of the prime contractor to inform itself and all subcontractors about other applicable job duties that may be subject to this contract labor provisions.

D. A contractor acquiring trucking services from an ITO, MTO and/or Truck Broker to perform and/or provide "covered" hauling activities shall comply with the payment of the certified state truck rental rates,[74] which are incorporated into and found elsewhere in this contract.

1. Each month, in which hauling activities were performed under this contract, the prime contractor and all subcontractors shall submit a **MNDOT, TP-90550 - Month-End Trucking Report** and **MNDOT, TP-90551 - Statement of Compliance Form**, along with each ITOs, MTOs and/or Truck Brokers reports to the department.[75] The specifications regarding the dates for submission can be found near the bottom of the **MNDOT, TP-90551 - Statement of Compliance Form.**

E. A Truck Broker contracting to provide trucking services in the construction industry may charge a reasonable broker fee to the provider of trucking services.[76] The prime contractor and any subcontractor contracting to receive trucking services shall not assess a broker fee.

F. A contractor with employee truck drivers shall adhere to the requirements established in Sections IV **(PAYROLLS AND STATEMENTS); V (WAGE RATES); VI (FRINGE BENEFITS); VII (OVERTIME) and VIII (LABOR CLASSIFICATIONS).**

G. If after written notice, the prime contractor fails to submit its month-end trucking reports and certification forms and those of any subcontractor, MTO and/or Truck Broker, the department may take such actions as prescribed in section **XVI, (NON-COMPLIANCE AND ENFORCEMENT).**

[68] Minnesota Rules 5200.1106, Subpart 3B(2)
[69] Minnesota Rules 5200.1106, Subpart 3B(1)
[70] Minnesota Rules 5200.1106, Subpart 3B(2)
[71] Minnesota Rules 5200.1106, Subpart 3B(3)
[72] Minnesota Rules 5200.1106, Subpart 3B(4)
[73] Minnesota Rules 5200.1106, Subpart 3B(5)(6)
[74] Minnesota Rules 5200.1106, Subpart 1
[75] Minnesota Rules 5200.1106, Subpart 10
[76] Minnesota Rules 5200.1106, Subpart 7(C)

XV CHILD LABOR

A. No worker under the age of 18 is allowed to perform work on construction projects.[77]

B. In accordance with state law, a worker under the age of 18, employed in a corporation totally owned by one or both parents that is supervised by the parent(s), may perform work on construction projects.[78] However, if this contractor is subject to the federal Fair Labor Standards Act, a worker under the age of 18 is not allowed to perform work in a hazardous occupation.[79]

C. To protect the interests of the department, the project engineer may remove a worker that appears to be under the age of 18 from the construction project until the contractor or worker can demonstrate proof of age[80] and compliance with all applicable federal and/or state regulations.[81]

XVI NON-COMPLIANCE AND ENFORCEMENT

A. The prime contractor shall be liable for any unpaid wages to its workers or those of any subcontractor, ITO, MTO and/or Truck Broker.[82]

B. If it is determined that a contractor has violated federal and/or state prevailing wage laws, or any portion of this contract, the department may implement, after written notice, one or more of the following sanctions:

1. Withhold or cause to be withheld from the prime contractor under this contract, or any other federally funded contract with the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay workers employed by the prime contractor or any subcontractor the full amount of wages required by this contract.[83]
2. Withhold or cause to be withheld from the prime contractor such amounts in considerations or assessments against the prime contractor, whether arising from this contract or other contract with the department.[84]
3. The department may reject a bid from a prime contractor that has demonstrated continued or persistent noncompliance with the prevailing wage law on previous or current contracts with the department.[85]
4. The department may take the prosecution of the work out of the hands of the prime contractor, place the contractor in default and terminate this contract for failure to demonstrate compliance with these provisions.[86]

C. Any contractor who violates the state prevailing wage law is guilty of a misdemeanor and may be fined not more than $300 or imprisoned not more than 90 days or both. Each day that the violation continues is a separate offense.[87]

D. All required documents and certification reports are legal documents; willful falsification of the documents may result in civil action and/or criminal prosecution[88] and may be grounds for debarment proceedings.[89]

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[77] Minnesota Rules 5200.0910, Subpart F
[78] Minnesota Rules 5200.0930, Subpart 4
[79] 29 CFR Part 570.2(a)(ii)
[80] Minnesota Statute 181A.06, Subdivision 4
[81] MNDOT Standard Specifications for Construction, Section 1701
[82] MNDOT Standard Specifications for Construction, Section 1801
[83] Required Contract Provisions Federal-Aid Construction Contracts Form-1273, Section IV, Subpart 6
[84] MNDOT Standard Specifications for Construction, Section 1906
[85] Minnesota Statute 161.32, Subdivision 1(d)
[86] MNDOT Standard Specifications for Construction, Section 1808
[87] Minnesota Statute 177.44, Subdivision 6
[88] Minnesota Statutes 16B, 161.315, Subdivision 2, 177.43,Subdivision 5 177.44, Subdivision 6, 609.63
[89] Minnesota Statute 161.315

FEDERAL WAGE RATES

General Decision Number: MN130006 01/04/2013 MN6

Superseded General Decision Number: MN20120006

State: Minnesota

Construction Type: Highway

Counties: Dodge, Fillmore, Freeborn, Goodhue, Houston, Mower, Olmsted, Rice, Steele, Wabasha and Winona Counties in Minnesota.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number Publication Date
0 01/04/2013

* SUMN2010-006 10/29/2012

	Rates	Fringes
BRICKLAYER	$ 32.20	17.96
CARPENTER	$ 26.66	17.46
CEMENT MASON/CONCRETE FINISHER	$ 34.36	7.90
ELECTRICIAN		
Electrician	$ 31.08	15.59
Ground Person	$ 17.61	9.06
Lineman	$ 37.30	16.00
Wiring System Installer	$ 22.46	10.61
Wiring System Technician	$ 32.00	12.39
IRONWORKER	$ 34.15	21.20
LABORER		
Blaster	$ 26.61	14.43
Common or General	$ 23.61	14.43
Flag Person	$ 23.61	14.43
Landscape	$ 15.00	
Skilled	$ 23.61	14.43
Underground & Open Ditch (8 ft below grade)	$ 24.31	14.43
MILLWRIGHT	$ 30.18	20.24
PAINTER (Including Pavement Marking)	$ 26.29	13.90
PILEDRIVERMAN	$ 26.66	17.46

POWER EQUIPMENT OPERATOR:

GROUP 2	$ 29.41	16.70
GROUP 3	$ 28.96	16.70
GROUP 4	$ 28.66	16.70
GROUP 5	$ 26.09	16.70
GROUP 6	$ 25.22	16.70
Speciality Equipment		
Articulated Hauler	$ 28.66	16.70
Boom Truck	$ 28.66	16.70
Landscaping Equipment	$ 25.00	
Off-Road Truck	$ 28.66	16.70

OPERATING ENGINEER CLASSIFICATIONS

GROUP 2: Helicopter Pilot; Concrete Pump; Cranes over 135 ft boom excluding jib; Dragline, Crawler, Hydraulic Backhoe and other similar equpment with shovel-type controls including attachments 3 cu yd & over; Grader or Motor Patrol; Pile Driving

GROUP 3: Asphalt Bituminous Stabilizer Plant; Cableway; Concrete Mixer, Stationary Plant; Derrick (guy or stiff leg)(power)(skids or stationary); Dragline, Crawler, Hydraulic Backhoe and other similar equpment with shovel-type controls including attachments up to 3 cu yd; Dredge or Engineers Dredge (Power); Front end loader 5 cu yd & over including attachments; Locomotive Crane Operator; Mixer (paving) concrete paving, Road Mole including Mucking operations, Conway or similar type; Mechanic, Welder; Tractor, Boom type. Tandem Scraper; Truck Crane, Crawler Crane; Tugboat 100 H.P. & over.

GROUP 4: Air Track Rock Drill; Automatic Road Machine CMI or similar; Backfiller; Concrete Batch Plant; Bituminous Roller Rubber Tire or Steel Drum 8 tons & over; Bituminous Spreader & Finishing Machine (power), including pavers, Macro Surfacing & Micro Surfacing or similar types (Operator & Screed person); Brokk or RTC remote control or similar type with attachments; Cat Challenger Tractor or similar types pulling Rock Wagons; Bulldozer & Scraper; Chip Harvester & Tree Cutter; Concrete Distributor & Spreader Finishing Machine, Longitudinal Float, Joint Machine, Spray Machine; Concrete Mixer on jobsite; Concrete Mixer; Crusing Plant (gravel, stone) or Gravel Washing, Crushing & Screening Plant; Curb Machine; Directional Boring Machine; Drill Rigs, Heavy Rotary or Churn or Cable Drill; Dual Tractor; Elevating Grader; Fork Lift; Front End, Skid Steer 1 to 5 cu yd; GPS Remote Operating of equpment; Hoist Engineer (power); Hydraulic Tree Planter; Launcher Person; Locomotive; Milling, Grinding, Planing, Fine Grade, or Trimmer Machine; Multiple Machines such as Air Comressors, Welding Machines, Generators, Pumps; Pavement Breaker or Tamping Machine, Mighty Mite or similar type; Pickup Sweeper 1 cu yd & over hopper capacity; Horizontal Boring Machine power

actuated over 6 inches; Pugmill; Pumpcrete; Rubber Tired Farm Tractor with Backhoe attachment; Scraper; Self-Propelled Soil Stabilizer; Slip Form (power driven) paving; Tractor, Bulldozer; Wheel type Tractor over 50 hp with PTO; Trenching Machine excludes walk behind trencher; Tub Grinder, Morbark or similar type; Well Point installation or Dismantling.

GROUP 5: Air Compressor 600 cfm or over; Bituminous Roller under 8 tons; Concrete Saw multiple blade; Form Tench Digger (power); Front End Skid Steer up to 1 cu yd; Gunite Gunall; Hydraulic Log Splitter; Loader, Barber Greene or similar; Post Hole Driving Machine/Post Hole Auger; Power Actuated Auger & Boring Machine; Power Actuated Jack; Pump; Self-Propelled Chip Spreader (Flaherty or similar); Sheep Foot Compactor with blade 200 hp & over; Shouldering Machine (Power) APSCO or similar type including self-propelled Sand and Chip Spreader; Stump Chipper and Tree Chipper; Tree Farmer (Machine).

GROUP 6: Cat, Challenger or siliar tractor when pulling Disk or Roller; Conveyor; Dredge Deck Hand; Fire Person or Tank Car Heater; Gravel Screening Plant (portable, not crushing or washing); Greaser (tractor); Lever Person; Oiler (Power Shovel, Truck Crane, Dragline, Crusher and Milling Mazchine; Power Sweeper; Sheep Foot Roller & Rollers on Gravel Compaction including vibrating rollers; Wheel type Tractor over 50 hp.

TRUCK DRIVER

GROUP 1	$ 24.80	13.15
GROUP 2	$ 20.80	16.60
GROUP 3	$ 24.65	13.65
GROUP 4	$ 24.45	13.65

TRUCK DRIVER CLASSIFICATIONS:

GROUP 1: Mechanic, Welder; Tractor Trailer; Truck hauling machinery including operation of hand and power operated winches.

GROUP 2: Four or more axle unit straight body truck.

GROUP 3: Bituminouos Distributor driver; Bituminous Distributor (one person operation); Three Axle units.

GROUP 4: Bituminous Distributor Spray operator (rear and oiler); Dump Person; Greaser; Pilot Car; Rubber Tire self-propelled Packer under 8 tons; Two Axle unit; Slurry Operator; Tank Truck Tender (gas, road oil, water); Tractor under 50 hp.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the

survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Minnesota Statutes that require prompt payment to subcontractors:

471.425 Prompt payment of local government bills.

Subd. 1. Definitions. For the purposes of this section, the following terms have the meanings here given them.

(d) "Municipality" means any home rule charter or statutory city, county, town, school district, political subdivision or agency of local government. "Municipality" means the metropolitan council or any board or agency created under chapter 473.

Subd. 4a. Prompt payment to subcontractors.

Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10. For an unpaid balance of less than $100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

HIST: 1985 c 136 s 5; 1995 c 31 s 1

PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION

MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS

THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Highway and Heavy

Region Number: 06

Counties within region:

- DODGE-20
- FILLMORE-23
- FREEBORN-24
- GOODHUE-25
- HOUSTON-28
- MOWER-50
- OLMSTED-55
- RICE-66
- STEELE-74
- WABASHA-79
- WINONA-85

Effective: 2012-10-29

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate.

Violations should be reported to:

Department of Transportation
Office of Construction
Transportation Building MS650
John Ireland Blvd
St. Paul, MN 55155
(651) 366-4209

Refer questions concerning the prevailing wage rates to:

Department of Labor and Industry
Prevailing Wage Section
443 Lafayette Road N
St Paul, MN 55155
(651) 284-5091
DLI.PrevWage@state.mn.us

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)				
101 LABORER, COMMON (GENERAL LABOR WORK)	2012-10-29	23.61	14.43	38.04
	2013-05-01	23.57	14.72	38.29
102 LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2012-10-29	23.61	14.43	38.04
	2013-05-01	23.57	14.72	38.29
103 LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2012-10-29	15.00	0.00	15.00
104 FLAG PERSON	2012-10-29	23.61	14.43	38.04
	2013-05-01	23.57	14.72	38.29
105 WATCH PERSON	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
106 BLASTER	2012-10-29	26.61	14.43	41.04
	2013-05-01	26.57	14.72	41.29
107 PIPELAYER (WATER, SEWER AND GAS)	2012-10-29	25.61	14.43	40.04
	2013-05-01	25.57	14.72	40.29
108 TUNNEL MINER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
109 UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2012-10-29	24.31	14.43	38.74
	2013-05-01	24.27	14.72	38.99
110 SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2012-10-29	26.00	12.70	38.70
111 TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2012-10-29	23.61	14.43	38.04
	2013-05-01	23.57	14.72	38.29
112 QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY	2012-10-29	15.80	4.03	19.83

CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.

SPECIAL EQUIPMENT (201 - 204)

201	ARTICULATED HAULER	2012-10-29	28.66	16.70	45.36
202	BOOM TRUCK	2012-10-29	28.66	16.70	45.36
		2013-05-01	28.81	16.70	45.51
203	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2012-10-29	25.00	0.00	25.00
204	OFF-ROAD TRUCK	2012-10-29	28.66	16.70	45.36
		2013-05-01	28.81	16.70	45.51
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2012-10-29	26.29	13.90	40.19
		2013-05-01	26.99	13.90	40.89

HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR

GROUP 2		2012-10-29	29.41	16.70	46.11
		2013-05-01	29.56	16.70	46.26

302 HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)

303 CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)

304 ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)

305 DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)

306 GRADER OR MOTOR PATROL

307 PILE DRIVING (HIGHWAY AND HEAVY ONLY)

308 TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)

GROUP 3		2012-10-29	28.96	16.70	45.66
		2013-05-01	29.11	16.70	45.81

309 ASPHALT BITUMINOUS STABILIZER PLANT

310 CABLEWAY

311 CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)

312 DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)

313 DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)

314 DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER

315 FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)

316 LOCOMOTIVE CRANE OPERATOR

317 MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE

318 MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)

319 TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)

320 TANDEM SCRAPER

321 TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)

322 TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)

GROUP 4	2012-10-29	28.66	16.70	45.36
	2013-05-01	28.81	16.70	45.51

323 AIR TRACK ROCK DRILL

324 AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)

325 BACKFILLER OPERATOR

326 CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)

327 BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)

328 BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)

329 BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS

330 CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS

331 CHIP HARVESTER AND TREE CUTTER

332 CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE

333 CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)

334 CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)

335 CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT

336 CURB MACHINE

337 DIRECTIONAL BORING MACHINE

338 DOPE MACHINE (PIPELINE)

339 DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL (HIGHWAY AND HEAVY ONLY)

340 DUAL TRACTOR

341 ELEVATING GRADER

342 FORK LIFT OR STRADDLE CARRIER (HIGHWAY AND HEAVY ONLY)

343 FORK LIFT OR LUMBER STACKER (HIGHWAY AND HEAVY ONLY)

344 FRONT END, SKID STEER OVER 1 TO 5 C YD

345 GPS REMOTE OPERATING OF EQUIPMENT

346 HOIST ENGINEER (POWER) (HIGHWAY AND HEAVY ONLY)

347 HYDRAULIC TREE PLANTER

348 LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)

349 LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)

350 MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE

351 MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS (HIGHWAY AND HEAVY ONLY)

352 PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE

353 PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY(HIGHWAY AND HEAVY ONLY)

354 PIPELINE WRAPPING, CLEANING OR BENDING MACHINE

355 POWER PLANT ENGINEER, 100 KWH AND OVER (HIGHWAY AND HEAVY ONLY)

356 POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES

357 PUGMILL

358 PUMPCRETE (HIGHWAY AND HEAVY ONLY)

359 RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)

360 SCRAPER

361 SELF-PROPELLED SOIL STABILIZER

362 SLIP FORM (POWER DRIVEN) (PAVING)

363 TIE TAMPER AND BALLAST MACHINE

364 TRACTOR, BULLDOZER (HIGHWAY AND HEAVY ONLY)

365 TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)

366 TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER (HIGHWAY AND HEAVY ONLY)

367 TUB GRINDER, MORBARK, OR SIMILAR TYPE

368 WELL POINT DISMANTLING OR INSTALLATION (HIGHWAY AND HEAVY ONLY)

GROUP 5	2012-10-29	26.09	16.70	42.79
	2013-05-01	26.24	16.70	42.94

369 AIR COMPRESSOR, 600 CFM OR OVER (HIGHWAY AND HEAVY ONLY)

370 BITUMINOUS ROLLER (UNDER EIGHT TONS)

371 CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)

372 FORM TRENCH DIGGER (POWER)

373 FRONT END, SKID STEER UP TO 1C YD

374 GUNITE GUNALL (HIGHWAY AND HEAVY ONLY)

375 HYDRAULIC LOG SPLITTER

376 LOADER (BARBER GREENE OR SIMILAR TYPE)

377 POST HOLE DRIVING MACHINE/POST HOLE AUGER

378 POWER ACTUATED AUGER AND BORING MACHINE

379 POWER ACTUATED JACK

380 PUMP (HIGHWAY AND HEAVY ONLY)

381 SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)

382 SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER

383 SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER

384 STUMP CHIPPER AND TREE CHIPPER

385 TREE FARMER (MACHINE)

GROUP 6	2012-10-29	25.22	16.70	41.92
	2013-05-01	25.37	16.70	42.07

387 CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER

388 CONVEYOR (HIGHWAY AND HEAVY ONLY)

389 DREDGE DECK HAND

390 FIRE PERSON OR TANK CAR HEATER (HIGHWAY AND HEAVY ONLY)

391 GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)

392 GREASER (TRACTOR) (HIGHWAY AND HEAVY ONLY)

393 LEVER PERSON

394 OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS, AND MILLING MACHINES, OR OTHER SIMILAR HEAVY EQUIPMENT) (HIGHWAY AND HEAVY ONLY)

395 POWER SWEEPER

396 SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS

397 TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING

TRUCK DRIVERS

GROUP 1	2012-10-29	24.80	13.15	37.95

601 MECHANIC . WELDER

602 TRACTOR TRAILER DRIVER

603 TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)

GROUP 2	2012-10-29	20.80	16.60	37.40
604 FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
GROUP 3	2012-10-29	24.65	13.65	38.30
	2013-05-01	24.80	14.00	38.80
605 BITUMINOUS DISTRIBUTOR DRIVER				
606 BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607 THREE AXLE UNITS				
GROUP 4	2012-10-29	24.45	13.65	38.10
	2013-05-01	24.60	14.00	38.60
608 BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609 DUMP PERSON				
610 GREASER				
611 PILOT CAR DRIVER				
612 RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613 TWO AXLE UNIT				
614 SLURRY OPERATOR				
615 TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616 TRACTOR OPERATOR, UNDER 50 H.P.				
SPECIAL CRAFTS				
701 HEATING AND FROST INSULATORS	2012-10-29	18.50	0.71	19.21
702 BOILERMAKERS	2012-10-29	31.87	24.40	56.27
	2013-01-01	33.52	24.40	57.92
703 BRICKLAYERS	2012-10-29	32.20	17.96	50.16
704 CARPENTERS	2012-10-29	26.66	17.46	44.12
	2013-05-01	27.16	17.46	44.62
705 CARPET LAYERS (LINOLEUM)	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
706 CEMENT MASONS	2012-10-29	34.36	7.90	42.26
707 ELECTRICIANS	2012-10-29	31.08	15.59	46.67
708 ELEVATOR CONSTRUCTORS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
709 GLAZIERS	2012-10-29	30.84	9.50	40.34

710	LATHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
711	GROUND PERSON	2012-10-29	17.61	9.06	26.67
712	IRONWORKERS	2012-10-29	34.15	21.20	55.35
713	LINEMAN	2012-10-29	37.30	16.00	53.30
		2013-03-31	38.42	16.33	54.75
714	MILLWRIGHT	2012-10-29	30.18	20.24	50.42
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2012-10-29	26.29	13.90	40.19
		2013-05-01	26.99	13.90	40.89
716	PILEDRIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2012-10-29	26.66	17.46	44.12
		2013-05-01	27.16	17.46	44.62
717	PIPEFITTERS . STEAMFITTERS	2012-10-29	34.71	17.05	51.76
		2012-10-29	36.26	15.50	51.76
718	PLASTERERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
719	PLUMBERS	2012-10-29	31.20	13.55	44.75
720	ROOFER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
721	SHEET METAL WORKERS	2012-10-29	35.08	1.89	36.97
722	SPRINKLER FITTERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
723	TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
724	TILE SETTERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
725	TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
726	DRYWALL TAPER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
727	WIRING SYSTEM TECHNICIAN	2012-10-29	32.09	12.39	44.48
728	WIRING SYSTEMS INSTALLER	2012-10-29	22.46	10.61	33.07
729	ASBESTOS ABATEMENT WORKER	2012-10-29	27.33	14.94	42.27

	2013-01-01	27.53	15.34	42.87
730 SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			

Department of Public Works
201 4th Street SE, Room 108
Rochester, MN 55904-3740
(507) 328-2400

Official Notices

Department of Labor and Industry (DLI)

Labor Standards Unit

Notice of Certification of Truck Rental Rates and Effective Date Pursuant to *Minnesota Rules*, Part 5200.1105

On May 1, 2012, the Commissioner of the Department of Labor and Industry ("DLI") certified the minimum truck rental rates for highway projects in the state's ten highway and heavy construction areas for trucks and drivers operating "four or more axle units, straight body trucks," "three axle units," "tractor only" and "tractor trailers." The certification followed publication of the Notice of Determination of Truck Rental Rates in the *State Register* on March 12, 2012, and the informal conference held pursuant to Minnesota Rules, part 5200.1105 on April 4, 2012.

According to Minnesota Rules, part 5200.1105, the purpose of the informal conference is for DLI to obtain further input regarding the proposed rates before the rates are certified. Approximately 18 individuals attended the informal conference. Many of the attendees voiced strong concerns regarding the inadequacy of the proposed rates. Among the concerns raised was the fact that the proposed rates were based on 2010 costs, including the 2010 price of fuel. Speakers indicated that because of the dramatic increase in the price of diesel in recent months, the published rates were far below the operators' current costs. As stated by some attendees:

> **"This year, right now yesterday we were paying $4.10...I know when fuel went up that last time, a lot of us had to eat the cost because there was no way of recouping it."**
>
> Testimony of Colleen Donovan, Transcript of Informal Conference, pp. 13, 14.

Ms. Donavan provided DLI written information that her 2010 average cost for fuel was $2.99 per gallon.

> **"And, like the price of fuel, $4.25, $4.30. That's what it is down by my place, anyway."**
>
> Testimony of Bob Dornsbach, Transcript of Informal Conference, p. 32.

Mr. Bob Dornsbach provided DLI written information that in October 2010 his fuel cost was $3.15 per gallon.

In response to the informal conference Jim Lloyd provided written information that his 2010 fuel cost was close to $3.00 per gallon and "now is at $4.00 plus and it does not look like it is going to decrease."

After the informal conference, Tom Barnes provided written information that his fuel costs in March 2010 were $2.82 per gallon and that his fuel costs for March 2012 were $4.07 per gallon.

Following the informal conference, DLI staff obtained data from the United States Department of Energy ("DOE") regarding the price of diesel during 2010 as compared to current costs.[1] That data, available at *www.eia.doe.gov*, show that the average price of diesel during 2010 was $2.964 per gallon. The average price of diesel during January, February, and March 2012 was $3.862 per gallon. Consequently, the average price of diesel for the first three months of this year was 30.4% higher than the average cost of diesel during 2010.

The purpose of *Minnesota Rules*, part 5200.1105, as stated in its Statement of Need and Reasonableness, is to "provide equitable compensation" to independent truck operators. The commissioner finds that in order to carry out the purpose of the rule, it is appropriate to consider the concerns expressed at the informal conference[2] and to use average 2012 diesel costs in computing and certifying 2012 truck rental rates. Specifically, the commissioner finds that the extreme disparity between 2010 and current fuel costs warrants this adjustment in order for truck operators to be equitably compensated.[3]

(Footnotes)

[1] U.S. Energy Information Administration Midwest No. 2 Retail Prices (Dollars per Gallon)

[2] The DLI has historically used input from the informal conferences to establish certified rates. For example, truck rental rates certified in 2009 varied from the proposed rates based on information gathered at the informal conference.

[3] The commissioner notes that the Minnesota Department of Transportation incorporates a fuel adjustment clause in certain of its contracts to accommodate the fluctuating price of fuel. That clause generally provides for the adjustment of contract payments when the cost of fuel increases or decreases by more than 15% from an indexed rate during the term of the contract. By using 2012 fuel costs in certifying 2012 truck rental rates, the commissioner is not intending to adopt or establish a similar fuel adjustment mechanism. Rather, he is taking this action to effectuate the purpose of Part 5200.1105 in light of the concerns raised at the informal conference and the dramatic increase in the price of diesel between 2010 and effective date of 2012 truck rental rates.

Construction truck operating costs were initially determined by survey on a statewide basis and were the subject of further input by interested parties attending the informal conference pursuant to *Minnesota Rules*, part 5200.1105 on April 4, 2012 and further data on fuel prices from the DOE for 2010 and 2012. In light of the discussion above, fuel costs stated in the surveys were adjusted upward by 30.4% to determine statewide operating costs. As a result of this adjustment, the operating cost for "four axle units, straight body trucks" is determined to be $51.58 per hour; the operating cost for "three axle units" is determined to be $37.35 per hour; the operating cost for "tractor only" is determined to be $41.43 per hour; and the operating cost for "tractor trailers" is determined to be $52.89 per hour.

Adding the prevailing wage for drivers of these four types of trucks from each of the State's ten highway and heavy construction areas to the operating costs, the minimum hourly truck rental rate for the four types of trucks in each area is certified to be as follows:

3 Axle Units

	Effective Date	607 Driver Rate	Operating Cost	Truck Rental Rate
Region 1	May 1, 2012	40.10	37.35	77.45
Region 2	May 1, 2012	33.76	37.35	71.11
Region 3	May 1, 2012	25.40	37.35	62.75
Region 4	May 1, 2012	33.76	37.35	71.11
Region 5	May 1, 2012	40.50	37.35	77.85
Region 6	May 1, 2012	38.30	37.35	75.65
Region 7	May 1, 2012	33.76	37.35	71.11
Region 8	May 1, 2012	33.76	37.35	71.11
Region 9	May 1, 2012	40.50	37.35	77.85
Region 10	May 1, 2012	13.22	37.35	50.57

4 or more Axle Units

	Effective Date	604 Driver Rate	Operating Cost	Truck Rental Rate
Region 1	May 1, 2012	40.20	51.58	91.78
Region 2	May 1, 2012	33.91	51.58	85.49
Region 3	May 1, 2012	24.71	51.58	76.29
Region 4	May 1, 2012	33.91	51.58	85.49
Region 5	May 1, 2012	26.34	51.58	77.92
Region 6	May 1, 2012	38.40	51.58	89.98
Region 7	May 1, 2012	20.87	51.58	72.45
Region 8	May 1, 2012	20.87	51.58	72.45
Region 9	May 1, 2012	40.60	51.58	92.18
Region 10	May 1, 2012	32.91	51.58	84.49

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Official Notices

	Effective Date	Tractor 602 Driver Rate	Operating Cost	Tractor Only Truck Rental Rate	Plus Trailer Operating Cost	Tractor Trailer Rental Rate
Region 1	May 1, 2012	40.75	41.43	82.18	11.46	93.64
Region 2	May 1, 2012	34.42	41.43	75.85	11.46	87.31
Region 3	May 1, 2012	22.37	41.43	63.80	11.46	75.26
Region 4	May 1, 2012	34.42	41.43	75.85	11.46	87.31
Region 5	May 1, 2012	21.38	41.43	62.81	11.46	74.27
Region 6	May 1, 2012	37.95	41.43	79.38	11.46	90.84
Region 7	May 1, 2012	25.85	41.43	67.28	11.46	78.74
Region 8	May 1, 2012	34.42	41.43	75.85	11.46	87.31
Region 9	May 1, 2012	41.15	41.43	82.58	11.46	94.04
Region 10	May 1, 2012	33.42	41.43	74.85	11.46	86.31

The operating costs, including the average truck broker fees paid by those survey respondents who reported paying truck broker fees, and the truck rental rates may also be reviewed by accessing DLI's website at *www.dli.mn.gov*. Questions regarding the operational costs and truck rental rates can be answered by calling (651) 284-5091.

The minimum truck rental rates certified for these four types of trucks in the state's ten highway and heavy construction areas will be effective for all highway and heavy construction projects financed in whole or part with state funds advertised for bid on or after May 1, 2012.

Dated: 1 May 2012

Ken B. Peterson, Commissioner
Department of Labor and Industry

DIVISION S

S - 1 DESCRIPTION

The Contract stipulations that follow are general in scope and may refer to conditions that will not be encountered on the work covered by the Contract. Any provision of these general requirements that pertains to a nonexistent condition or is not applicable to the work to be performed here under, or that conflicts with any provision of the Special Provisions or with any special instructions to bidders, shall have no meaning in the Contract and shall be disregarded.

S - 2 REFERENCE DOCUMENTATION

Reference Documentation shall be the latest edition, including amendments and published updates, issued prior to the date of advertisement for bids or the date of request for quotations, of the following:

1. Minnesota Department of Transportation (MnDOT) Standard Specifications for Construction, except that Section 1903 shall not apply to any contract pay items.
2. City of Rochester Ordinances.
3. City of Rochester Standard Detail Plates.
4. City of Rochester Standard Specifications for Street & Utility Construction.

S - 3 DESIGNATION OF PARTIES

s 3.1 "City"

"City" shall mean the City of Rochester, 201 4th Street SE, Room 108, Rochester, MN 55904.

s 3.2 "Owner"

"Owner" shall mean the City of Rochester, 201 4th Street SE, Room 108, Rochester, MN 55904 or as named in the contract documents.

s 3.3 "Department"

"Department" shall mean the City of Rochester, 201 4th Street SE, Room 108, Rochester, MN 55904 or as named in the contract documents.

s 3.4 "Engineer"

"Engineer" shall mean the City Engineer or other authorized representative of the Owner as named in the contract documents.

s 3.5 "Inspector"

"Inspector" shall mean the Engineer's authorized representative assigned to make inspections of Contract performance.

s 3.6 "Bidder"

"Bidder" shall mean any individual or entity submitting a Proposal for the advertised work.

s 3.7 "Contractor"

"Contractor" shall mean the individual or entity designated in the Contract documents to construct the project pursuant to plans and specifications.

s 3.8 "Sub-Contractor"

"Sub-Contractor" shall mean the individual or entity acting for or on behalf of the Contractor in performing any part of the Contract.

s 3.9 "MnDOT"

"MnDOT" shall mean the Minnesota Department of Transportation.

S - 4 DEFINITION OF TERMS

s 4.1 Amount of Contract

For the purpose of awarding the Contract and determining the amount of the Bond, the Contract amount shall be the total amount of the bid.

s 4.2 Date of Acceptance

Date of Acceptance shall be the day when final inspection reveals that the work has been completed in strict accordance with the provisions of the Plans and other Contract documents, and with previous inspection documents.

s 4.3 Date of Final Acceptance

Date of Final Acceptance shall be a day, at least two (2) years after the Date of Acceptance, at which time the City determines that the work continues to be in strict accordance with the provisions of the Plans and other Contract and inspection documents. The Date of Final Acceptance denotes the termination of Contractor's maintenance obligation.

s 4.4 Liquidated Damages

Liquidated damages are the amount prescribed in MnDOT Section 1807 to be paid to the Owner, or to be deducted from any payments due or to become due to the Contractor, for each day that work remains uncompleted after expiration of the Contract time as determined and extended in accordance with MnDOT Section 1806.

s 4.5 "Incidental"

Whenever in any section of the Contract documents, Plans or Specifications, any item, material or application is defined as incidental, Payment shall be incidental to the Contract and no direct compensation will be made.

s 4.6 "Or Approved Equal" Clause

Whenever in any section of the Contract documents, Plans or Specifications, any article, material or equipment is defined by describing a proprietary product, or by using the name of manufacturer or vendor, the term "or approved equal" if not inserted, shall be implied.

The specific article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality required and shall not be construed in such a manner as to exclude manufactured products of comparable quality, design, and efficiency. The Engineer shall determine the acceptability of articles, materials, or equipment proposed "as equal".

s 4.7 Standard Documents

Standard Documents are those that are referred to but not included in the Plans, Specifications and Special Provisions. Standard Documents are available to the public and it is the Contractor's sole responsibility to obtain and understand the requirements of any Standard Documents noted in the Plans, Specifications and Special Provisions. Examples of Standard Documents include but are not limited to:

Bid documents (Advertisement, Information to Bidders, Proposal and Bid Security)

Performance and Payment Bond forms

Project Specifications and Special Provisions

City of Rochester, Minnesota, Department of Public Works documents:

Standard Specifications for Street and Utility Construction

Standard Detail Plates

Minnesota Department of Transportation documents:

Standard Specifications for Construction.

Standard Plates Manual.

ASTM Material Specifications.

S - 5 CONTRACT WORDING

Whenever in these Contract documents the words "As Ordered", "As Directed", "As Required", "As Permitted", "As Allowed", or words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission, or allowance of the Owner and Engineer is intended.

Similarly the words "Approved", "Reasonable", "Suitable", "Acceptable", "Properly", "Satisfactory", or words of like effect and import, unless otherwise particularly specified therein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the Owner and Engineer.

S - 6 AWARD AND EXECUTION OF CONTRACT

s 6.1 Payment and Performance Bonds

The successful Bidder, at the time of the execution of the Contract, shall furnish a Payment Bond equal to the Contract amount and a Performance Bond equal to the Contract amount, as required by Minn. Stat. Section 574.26. The bonds shall be issued by sureties satisfactory to the City and authorized to do business in the State of Minnesota.

The Payment Bond and Performance Bond shall guarantee that the Contractor will perform each and every part of the agreement, cover all guarantees called for in these Specifications, including the provisions for maintenance and repair, and insure the prompt payment to all persons furnishing material and labor required in the prosecution of the work. The Performance Bond shall be written in such a manner that it shall remain effective until the Date of Final Acceptance (two (2) years after the Date of Acceptance by the City, provided the work is in accordance with the Specifications and any inspection instructions, and all defects identified during the two (2) year period have been corrected).

In the event the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Minnesota is terminated, or it otherwise ceases to meet the requirements set forth herein, the Contractor shall, within five days thereafter, substitute another Bond and Surety, both of which shall be subject to Owner's acceptance.

If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. Contractor shall furnish proof of such adjustment to the Owner.

s 6.2 Execution of Contract

The Contractor shall not, under any circumstance, assign the Contract or any payments due hereunder without written permission by the City.

The Contract will be made on the forms used by the City of Rochester, and made a part of the General Requirements and Covenants, copies of which are also on file at the office of the City Clerk, Room 135, City Hall, Rochester, Minnesota.

S - 7 CONTROL OF WORK

s 7.1 Drawing and Specification

The Specifications and Plans are intended to supplement, but not necessarily duplicate each other, and together constitute one complete set of Specifications and Plans so that any work exhibited in the one and not in the other, shall be executed as if it has been set forth in both, in order that the work shall be completed according to the complete design or designs as decided and determined by the Engineer.

Should anything be omitted from the Specifications and Plans that is necessary to a clear understanding of the work, or should it appear various instructions are in conflict, the Contractor shall secure written instructions from the Engineer before proceeding with the construction affected by such omissions or discrepancies. It is understood and agreed that the work shall be performed and completed according to the true spirit, meaning, and intent of the Contract, Plans, and Specifications.

All Drawings, Specifications and copies thereof furnished by the City are its property. They are not to be used on other work and, with the exception of the signed Contract, plan sets are to be returned to the City upon request at the completion of the work.

Contractor shall keep and maintain one complete set of all drawings and specifications, addenda, approved shop drawings, change orders and other modifications at the job site that shall be available to the Engineer at all times.

s 7.2 Surveys, Staking and Monument Preservation

The Contractor shall give the Engineer at least 2 working days notice before requiring any stakes to be set or before commencing work on any portion of the Contract, or at any new place, as well as at any place where work has been relinquished or stopped for any reason.

Any work done without being properly located and established by base lines, offset stakes, bench marks, or other basic reference points located, established, or checked by the Engineer, may be ordered removed and replaced at the Contractor's cost and expense.

The Contractor shall carefully protect and preserve any permanent monuments or benchmarks that must of necessity be removed or disturbed in the construction of the work, until they can be properly referenced for relocation.

s 7.3 Other Contracts and Contractors

The Owner reserves the right to award contracts to other Contractors who do additional work at the site of this Project pursuant to MnDOT section 1505.

s 7.4 Testing of Completed Work

Before final acceptance, all parts of the work shall be tested and each part shall be in good condition and working order, or shall be placed in such condition and order at the expense of the Contractor. All tests of completed work required under this Contract shall be made under the direction of the Engineer or others so designated and at the expense of the Contractor, who shall repair at its own expense all damage resulting there from.

S - 8 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

s 8.1 Permits, Public Utilities and Code Requirements

The Contractor shall make the necessary arrangements for the use or installation of, and shall pay for, any and all utility service that may be necessary in conducting its work. The Contractor must obtain permission from the **City of Rochester Water Department** if it is necessary to use City water, and said use of water shall be under the City's direction and supervision. The use of existing private water services adjacent to the work shall be arranged and paid for by the Contractor.

If work is to be performed in **State of Minnesota Right-Of-Way**, the City shall apply for a **"Utilities on Trunk Highway"** Permit from the Minnesota Department of Transportation. If work is to be performed in **Olmsted County Right-Of-Way**, the City shall apply for a Permit from the Olmsted County Highway Division. The Contractor shall not initiate the work prior to receipt of the permit. All regulations and rules contained in this permit shall apply and will be considered a part of the Special Provisions. The Contractor shall furnish a certified check or surety bond in the amount required by and in favor of the State of Minnesota, Commissioner of Transportation.

Transportation.

s 8.2 Contractor's Insurance

The Contractor shall not commence work under this Contract until it has obtained and submitted to the City written evidence of all insurance required under this paragraph and such insurance has been approved by the City, nor shall the Contractor allow any sub-Contractor to commence work on its subcontract until all similar insurance required of the sub-Contractor has been obtained and approved.

Compensation Insurance

Worker's Compensation Insurance shall be as required by the laws of the State of Minnesota.

General Liability and Property Damage Insurance.

The Contractor shall take out and maintain during the life of the Contract such General Liability and Property Damage Insurance as shall protect him and any sub-Contractor from claims while performing work covered by this Contract. The certificates of insurance shall indicate that the City is an additional insured. The required amounts of such insurance are as follows:

General Liability, Personal injury and Property damage

1. Injury or death of one person	$1,500,000
2. Injury to more than one person in a single accident or occurrence	$1,500,000
3. Property damage	$1,500,000
4. Products – Comp/Op Aggregate	$1,500,000
5. General Aggregate	$3,000,000

X-C-U Hazards

Same limits as above. Basic exclusions for eXplosions, Collapse, and Underground hazards shall be removed from the policy, and so indicated as covered in the declarations on the certificates of insurance.

Automobile Liability and Property Damage Insurance

The Contractor shall take out and maintain during the life of the Contract, Automobile Liability and Property Damage Insurance on all self-propelled vehicles used in connection with the Contract whether owned, non-owned, or hired site and the amounts of such insurance shall be as follows:

1. Injury or death of one person	$1,500,000
2. Injury to more than one person in a single accident or occurrence	$1,500,000
3. Property damage	$1,500,000

Satisfactory Coverage

In the event that the form of any policy or certificates or the amount of the insurance is not satisfactory to the City, the Contractor shall secure other policies or certificates in a form and amount satisfactory to the City.

The Contractor shall not cause any policies to be canceled or permit them to lapse, and all insurance policies shall include a clause to the effect that the policy shall not be canceled or changed until 30 days after the City has received written notice as evidenced by the return receipt of registered letter.

Proof of Carriage of Insurance

Written evidence of insurance shall contain true transcripts from the policy, authenticated by the proper officer of the, insurer, evidencing in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the effective date and expiration date and the notice of cancellation clause mentioned herein above.

The Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The Contractor shall defend, save and hold harmless the City of Rochester and its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Contractor or its subcontractors, agents, or employees under the Contract.

s 8.3 Mediation

The resolution of any dispute, controversy or claim arising out of or relating to this Contract or the relationship between the parties shall first be attempted through a mediation process. Such mediation shall be conducted in the City of Rochester, Minnesota, or such other location as the parties may mutually agree. The parties shall share the mediator's fee equally. The mediation shall be conducted by a mediator mutually agreed upon between the parties. If the parties are unable to agree upon a single mediator within thirty days after one party has delivered written notice to the other party requesting mediation of a stated dispute, each party shall select one mediator and the selected mediator shall select a third mediator who alone shall attempt resolution of the dispute. Either party may take action in Olmsted District Court should mediation not result in a resolution of the dispute.

s 8.4 Use of Explosives

The Contractor shall obtain a User Permit from the Chief of Police for the City of Rochester prior to the transporting, storage or use of explosives, and shall comply with all conditions imposed therein.

s 8.5 Noise Control

The Contractor shall comply with the requirements of Chapter 85, Section 85.10 of the Rochester Code of Ordinances:

"Noises Prohibited.

Subdivision 1 Unnecessary Noises Generally. No person shall make, continue, or cause to be made or continued any loud, unnecessary or unusual noise which unreasonably annoys, disturbs, injures or endangers the comfort, convenience, safety, health, welfare or repose of persons in the vicinity thereof, unless the making, continuing, or causing to be made or continued of such noise cannot be prevented and is necessary for the protection or preservation of property or of the health, safety, life or limb of some person.

Subdivision 2 Construction or Repair of Buildings, or Construction work.

I. The erection (including excavation), demolition, alteration or repair of any building requiring a building permit or the performance of any construction work occurring between the hours of 10:00p.m. and 7:00 a.m. on Monday through Saturday, from 10:00 p.m. Saturday through 12:00 p.m. Sunday, and from 10:00 p.m. Sunday through 7:00 a.m. Monday is a violation of this section. For purposes of this section, "construction work" shall mean any and all activity incidental to the erection of buildings, structures, roads, flood control facilities, or appurtenances thereto, including land clearing, grading, excavating, and filling.

II. Notwithstanding this section, a permit may be obtained to allow construction work to occur during the prohibited hours described in (a) in cases of urgent necessity in the interest of public health and safety. The permit shall be granted for a period not to exceed three days, shall continue only so long as the necessity continues, and may be extended for periods of three days or less so long as the necessity continues.

III. Notwithstanding this section, a permit may be obtained to allow construction work to occur during the prohibited hours described in (a) if it is determined that the public health and safety is not impaired by the erection, demolition, alteration, or repair of any building, or the performance of construction work occurring during such hours, and further determines that loss or inconvenience would result to any party in interest. Application for a permit may be made at the time the permit for the work is awarded or during the progress of the work.

IV. The permits described in (b) and (c) shall be issued by the building inspector in cases involving a building for which a building permit is required. In all other cases, the permit shall be issued by the city engineer."

S - 9 MEASUREMENT & PAYMENT

s 9.1 Partial Payment

Unless the terms of the contract provide otherwise, progress payments shall be made monthly as the work progresses. Payments shall be based upon estimates of work completed as approved by

the City. A progress payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

The City may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. The City may reduce the amount of the retainage and may eliminate retainage on any monthly contract payment if, in the City's opinion, the work is progressing satisfactorily.

For further details refer to MnDOT specification 1906 "Partial Payments".

s 9.2 Acceptance and Final Payment

When final inspection reveals that the work has been completed in strict accordance with the provisions of the Plans, other Contract documents, and previous inspection instructions, the Engineer shall, within ninety (90) days thereafter, prepare a final estimate which shall be based on accurate measurements of all work performed, and shall submit such estimate together with recommendations to the City Council of the City of Rochester for approval. Payment shall then be made for all work performed under the Contract, less any partial payments already made and any legal deductions or forfeitures for the satisfaction of liens or other claims against the Contract.

s 9.3 Correction of Work After Final Payment

Neither acceptance and occupancy by the Owner, final payment, nor any other provision in the Contract documents, shall relieve the Contractor of its maintenance obligation as hereinafter set forth and as identified in the Specifications.

s 9.4 Maintenance and Repair

The Contractor shall guarantee all work relating to the Specifications for a period of at least two (2) years from the date of written acceptance of the work or project. The Contractor shall make all needed repairs arising out of defective workmanship or materials that, in the judgment of the City, become necessary during such period. Final acceptance and termination of the maintenance obligation shall occur on the date two (2) years after initial acceptance provided that the work is in accordance with the Specifications and any inspection instructions. The maintenance obligation shall otherwise continue until all defects, including defective equipment installed therein, have been corrected.

At any time prior to Final Acceptance (the time during which the maintenance obligation is in effect as provided herein) the City may demand that the Contractor make any noted repairs. If Contractor fails to undertake repairs within ten days after the mailing of a notice of the need to make such repairs, the City may either take action against the performance bond or make the repairs itself and recover the cost from Contractor or the surety under the performance bond.

S - 10 OWNER AND EASEMENTS

The City of Rochester is designated as the Owner. All work shall be located on public right-of-way or on easements to be provided by the Owner. The Contractor shall confine his operations at all times within the limits of the easements. Any repairs or restoration outside the easement limits, required due to the Contractor's carelessness, shall be made with no compensation allowed.

1. **If the Contractor obtains an agreement with a private land owner related to this project the City shall be provided a copy signed by the owner.**

S - 11 CONFLICTS IN DIMENSIONING

In case of conflict between dimensions shown on the plans or detail drawing and those in the specifications, the dimensions on the drawings shall govern. If the conflict is other than dimensions, the specifications shall govern.

S - 12 PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be scheduled after Engineer's receipt of the Contractor's schedule. The Contractor shall submit to the Engineer a schedule illustrating in bar chart form the anticipated commencement date and duration of each of the major work tasks prior to the pre-construction conference. These tasks shall be broken down by type of work and location as necessary for purposes of planning and coordinating the work of this contract. The schedule should address the phasing of construction in a manner that will provide good project coordination. The Contractor will be required to update or modify the written construction schedule as necessary to accurately reflect the rate and progress on the project.

The conference will be held with the Contractor, City Representative, Engineer and other parties involved in the project. Materials, material sources, construction methods, and scheduling will be reviewed and any questions or procedures will be clarified.

S - 13 CONTACT INFORMATION

Questions regarding this Project shall be directed to:

Russ Kelm
Design Engineer
City of Rochester
(507) 328-2417

S - 14 SPECIAL PROVISIONS ENCOURAGING INDIAN EMPLOYMENT

It is MnDOT policy to promote and encourage Indian employment on transportation projects on or near reservations.

s 14.1 This Project is on or near the **Prairie Island** reservation. The Contractor is advised to work with the tribal government to utilize Indian labor in performing Contract work. The Contractor should contact **Eleanore Bartell Human Resources Dir**, from the **Prairie Island Indian Community Council, Dept. of Human Resources, 5636 Sturgeon Lake Road, Welch, MN 55089**, at **(651) 385-4138** for Indian employment opportunities under this Contract.

s 14.2 On-the-job training requirements have been established for this project. MnDOT advises the Contractor to consider Indians for designated OJT positions. These OJT positions can be in skilled (such as heavy equipment operators, truck drivers and carpenters) and non-skilled areas of employment.

s 14.3 The specific OJT requirements for this Project can be found in Section S-2041 (ON-THE-JOB-TRAINING PROGRAM) of these Special Provisions.

s 14.4 The Contractor and all subcontractors are hereby made aware that this Special Provision is made part of the Contract and that MnDOT will monitor these provisions. If the Contractor or subcontractor is not living up to the spirit of the Special Provisions, the Department will address these issues with the Contractor and/or subcontractor and the Tribal Contact Person. If requested by the tribe, the Contractor will meet with the tribe's contact person to discuss Indian employment issues.

s 14.5 If the Contractor deems that an employee referred by the Tribal Contact Person is in danger of being suspended or terminated, the Contractor shall notify the Tribal Contact Person for assistance in resolving the problem. Nothing in the Special Provisions will be construed to interfere with the Contractor's ability to dismiss any employee for cause including, but not limited to, lack of adequate skills or training, inability to perform by virtue of state or federal law, or breach of the Contractor's standards of conduct.

s 14.6 This Special Provision supplement does not replace the existing equal employment opportunity requirements contained elsewhere in this Contract.

s 14.7 Questions, other than Tribal Employment questions, should be directed as indicated in the CONTACT INFORMATION section of these Special Provisions.

S - 15 RESIDENT PREFERENCE IN PUBLIC CONTRACTS

The provisions of MnDOT 1302 are modified to the extent that, in accordance with Minnesota Statutes, section 16.365 (1982) as amended by Minn. Laws 1984, Chapter 440, Section 2, (Resident Preference in Public Contracts), this Contract will be awarded to the lowest responsible bidder, with resident bidders allowed a preference as against a non-resident bidder from a state which gives or requires a preference to bidders from that state, the preference shall be equal to the preferences given or required by the state of the non-resident bidder.

S - 16 (1213) DISQUALIFICATION OF BIDDERS

The provisions of MnDOT 1213 are hereby deleted and replaced with the following:

s 16.1 Either of the following reasons may be considered sufficient cause for disqualification of a bidder and the rejection of his Proposals:

(1) More than one Proposal for the same work from an individual, firm, or corporation under the same or different name. Substitute bid schedules shall be governed by MnDOT 1206.

(2) Evidence of collusion among bidders. Participants in collusion will receive no recognition as bidders on future work until they have been reinstated as responsible bidders.

S - 17 (1302) AWARD OF CONTRACT RESIDENT PREFERENCE IN PUBLIC CONTRACTS

The provisions of MnDOT 1302 are modified to the extent that, in accordance with Minnesota Statutes, section 16.365 (1982) as amended by Minn. Laws 1984, Chapter 440, Section 2, (Resident Preference in Public Contracts), this Contract will be awarded to the lowest responsible bidder, with resident bidders allowed a preference as against a non-resident bidder from a state which gives or requires a preference to bidders from that state, the preference shall be equal to the preferences given or required by the state of the non-resident bidder.

The City shall have up to **60 days** from the bid opening to award the contract during which time the bid unit prices shall prevail.

S - 18 (1305) REQUIREMENT OF CONTRACT BOND

The provisions of MnDOT 1305 are hereby deleted and replaced with the following:

The successful bidder shall furnish a payment bond equal to the contract amount and a performance bond equal to the contract amount as required by Minnesota Statutes, section 574.26. The surety and form of the bonds shall be subject to the approval of the contracting authority.

The contracting authority shall require for all contracts less than or equal to five million dollars ($5,000,000.00), that the aggregate liability of the payment and performance bonds shall be twice the amount of the contract. All contracts in excess of five million dollars ($5,000,000.00) shall have an aggregate liability equal to the amount of the contract.

S - 19 (2563) TEMPORARY PEDESTRIAN ACCESSIBLE ROUTE (TPAR)

This work shall consist of providing Temporary Access Control Plan. This plan shall consist of identifying a Temporary Pedestrian Accessible Route (TPAR) and features needed to assist pedestrian, bicyclists and non-motorized vehicles safe movement within and around the construction zone. This work shall be done in accordance with Contract provisions and the following:

s 19.1 The Contractor shall develop and provide for a continuous Temporary Pedestrian Accessible Route (TPAR) for this Project. The TPAR shall clearly address all non-motorized users in the construction zone. The Contractor shall submit this plan to the Engineer for acceptance at the pre-construction meeting.

s 19.2 Pedestrian Access

A. The TPAR must have a minimum width of 48 inches (4 feet) and guide pedestrians through and/or around the Project by using devices such as signage, barricades, and temporary curb ramps or blended transitions. To the maximum extent feasible, the TPAR shall be provided on the same side of the street as the disrupted route. Where the TPAR is exposed to adjacent construction, excavation drop-offs, traffic, or other hazards, it shall be protected with a pedestrian barricade or channelizing device. All TPARs must have a smooth, level, slip-resistant surface and shall meet the applicable requirements of the Public Right-of-Way Accessibility Guidelines (PROWAG).

B. The Contractor shall schedule and coordinate the replacement of the pedestrian access to accommodate the needs of the business and residences. Existing sidewalks shall be left in-place until such time that it is required to remove them to accommodate new construction. Pedestrian access may be provided to businesses and homes through the use of any public access from adjacent parking lots and side streets. Front door access must be provided to buildings without alternate public entrances. Where disrupted by construction, the Contractor must provide a continuous TPAR for all areas disrupted construction throughout all phases of construction.

C. For technical provisions on TPAR, the Contractor is directed to the Guidelines for Accessible Public Rights-of-Way at: http://www.access-board.gov/prowac/draft.htm and Chapter 6D of the MN MUTCD. The pedestrian accessibility checklist is on page 6D-5 and 6D-6 of the MN MUTCD. The Contractor shall complete MN MUTCD Fig. 6D-1, "Pedestrian Accessibility Considerations in Temporary Traffic Control Zones Check List". A copy shall be provided to the Engineer at the pre-construction meeting.

D. The Contractor shall notify the Engineer in writing at least 72 hours prior to the start of any construction operation that will necessitate a change in pedestrian access.

s 19.3 Traffic control devices must allow for an accessible route through the Project. TPAR pedestrian barricades and channelizing devices shall be continuous, stable, and non-flexible and shall consist of a wall, fence, or enclosures. The base of any traffic control devices shall be a continuous raised barrier of no more than 6 inches in height and must allow for drainage. The purpose of this barrier is to provide a continuous wayfinding device for the visually impaired, therefore the barrier shall not have any points that might catch a person who is using a cane for a guide. The Devices shall provide a continuous surface or upper rail at a minimum 3 feet above the ground or walkway surface. Support members shall not protrude into the path. Whenever possible the TPAR shall only utilize in-place street crossings. TPAR must be regularly inspected and updated depending on Project staging.

s 19.4 The Contractor shall be responsible for maintaining the TPAR within this Project. The Contractor shall furnish the name, addresses, and phone number of at least one individual responsible for the placement and maintenance of TPAR. This individual shall be "on call" 24 hours per day, seven days per week during the times any devices, furnished and installed by the Contractor, are in place. The required information shall be submitted to the Engineer at the pre-construction meeting.

The Contractor shall be expected to answer calls immediately and begin corrective measures needed within one hour. **If the Contractor is negligent in correcting the deficiency within one hour of notification the Contractor shall be subject to a monetary deduction at the rate of $100.00 per hour when only one residence or location is affected and at the rate of $500.00 per hour in all other cases that the Engineer determines the Contractor has not complied.**

s 19.5 The Contractor is advised that the corridor has Transit service. Re-locations of stops can only be made with the approval of the Engineer.

s 19.6 Only one side of the roadway may be disrupted at a time for pedestrian curb ramp, blended transition, or sidewalk construction. Where it is not feasible to provide a same-side TPAR and pedestrians will be detoured, the alternate route must provide a similar level of accessibility to the existing route. This may include the incorporation of accessible pedestrian signals (APS), curb ramps, or other accessibility features.

s 19.7 Measurement and Payment

All traffic control required under this Contract for pedestrian access shall be performed as incidental work for which no direct payment will be made.

S - 20 (1404) MAINTENANCE OF TRAFFIC, (1707) PUBLIC SAFETY, AND (2563) TRAFFIC CONTROL

The provisions of 1404 are supplemented as follows:

s 20.1 Traffic Control

The Contractor shall furnish, install, maintain, and remove all traffic control devices required to provide safe movement of vehicular and/or pedestrian traffic passing through the work zone during the life of the Contract from the start of Contract operations to the final completion thereof. The Engineer will have the right to modify the requirements for traffic control as deemed necessary due to existing field conditions.

Traffic control devices include, but are not limited to, barricades, warning signs, trailers, flashers, cones, drums, pavement markings and flaggers as required and sufficient barricade weights to maintain barricade stability.

The Contractor shall furnish names, addresses, and phone numbers of at least three (3) individuals responsible for the placement and maintenance of traffic control devices. At least one of these individuals shall be "on call" 24 hours per day, seven days per week during the times any traffic control devices, furnished and installed by the Contractor, are in place. The required information shall be submitted to the Engineer at the Pre-construction Conference. The Contractor shall also furnish the names, addresses, and phone numbers of those individuals to the following:

1.	Rochester Public Works Department	(507) 328-2400
2.	Rochester Police Department	(507) 328-2800
3.	Local Fire Department	(507) 328-6300
4.	City/Township Clerk	(507) 328-2900

The Contractor shall, at the pre-construction conference, designate a Work Zone Safety Coordinator who shall be responsible for safety and traffic control management in the Project work zone. The Work Zone Safety Coordinator shall be either an employee of the Contractor such as a superintendent or a foreman, or an employee of a firm which has a subcontract for overall work zone safety and traffic control management for the Project. The responsibilities of the Work Zone Safety Coordinator shall include, but not be limited to:

- Coordinating all work zone traffic control operations of the Project, including those of the Contractor, subcontractors and suppliers.
- Establishing contact with local school district, government, law enforcement, and emergency response agencies affected by construction before work begins.
- Maintaining a record of all known crashes within a work zone. This record should include all available information, such as: time of day, probable cause, location, pictures, sketches, weather conditions, interferences to traffic, etc. These records shall be made available to the Engineer upon request.

The Contractor shall inspect, on a daily basis, all traffic control devices, which the Contractor has furnished and installed, and verify that the devices are placed in accordance with the Traffic Control Layouts, these Special Provisions, and/or the MN MUTCD. Any discrepancy between the placement and the required placement shall be immediately corrected. The person performing the inspection shall be required to make a daily log. This log shall also include the date and time any changes in the stages, phases, or portions thereof go into effect. The log shall identify the location and verify that the devices are placed as directed or corrected in accordance with the Plan. All entries in the log shall include the date and time of the entry and be signed by the person making the inspection. The Engineer reserves the right to request copies of the logs as he deems necessary.

s 20.2 Maintenance and Staging of Traffic Control:

The Contractor is hereby advised that the phasing, construction staging, the work sequencing, and the maintenance of pedestrian and vehicular traffic control and related signage are critical on this project. The Contractor shall fully expect to employ significant measures to control and maintain pedestrian, vehicular traffic throughout the life of the project. The major phases of construction are as follows:

Construction and Traffic Control Phases

ADVANCE SIGNING SHALL BE INSTALLED 7 DAYS BEFORE CONSTRUCTION IS TO BEGIN as approximately located in the plan and as approved by the Engineer. The Contractor shall notify the Engineer at least five (5) working days in advance of his intent to close lanes.

Prior to the start of the work, the contractor shall submit detailed traffic control plans for approval by the engineer. The Traffic Control Plan shall present the traffic control devices and layouts required for each stage of work. The plan shall also indicate maintenance and routing of pedestrian traffic throughout the project corridor.

The contractor is hereby advised that the phasing, construction staging, the work sequencing, and the maintenance of pedestrian and vehicular traffic control and related signage are critical on this project.

The contractor shall fully expect to employ significant measures to control and maintain pedestrian and vehicular traffic throughout the life of the project. The plan set includes a Construction Staging Plan and Traffic Control Plan sheets presenting **6 major stages**, it may be possible to work multiple stages at the same time, however for traffic maintenance purposes consecutive stages shall not be grouped into a single stage. The major stages are as follows:

Stage 1:

Important Dates for stage 1-3

The immediate intersection of 16th Street eastbound and South Broadway southbound shall be restricted as shown in the plans starting at **12 Noon on Friday** and reopened prior to **6:00 AM on Wednesday** at which time South Broadway shall be open to 4-lane traffic on a paved surface, as coordinated and specified in the MnDOT permit.

16th Street

1. Pedestrian facilities shall be closed on the NW side of the work area.
2. Eastbound traffic shall be reduced to two lanes through the work area.
3. Westbound traffic shall be reduced to one lane through the work area

South Broadway

1. Pedestrian facilities in the areas of the project shall be closed on the NW side of the work area.
2. Southbound traffic shall be reduced to one lane and one left turn lane from the work area.
3. Northbound traffic shall be not disturbed through the work area.

Stage 2:

16th Street

1. Pedestrian facilities shall be open through the work area.
2. Eastbound traffic shall be reduced to two lanes through the work area.
3. Westbound traffic shall be reduced one through lane and one right turn lane through the work area

South Broadway

4. Pedestrian facilities shall be open through the work area.
5. Southbound traffic shall be reduced to one lane and one left turn lane from the work area. Left turn shall be detoured to 20th Street SE.
6. Northbound traffic shall be not disturbed through the work area.

Stage 3:

16th Street

1. Pedestrian facilities shall be closed on the NW side of the work area.
2. Eastbound traffic shall be reduced to two lanes through the work area.
3. Westbound traffic shall be reduced to one lane through the work area

South Broadway

1. Pedestrian facilities in the areas of the project shall be closed on the NW side of the work area.
2. Southbound traffic shall be reduced to one lane and one left turn lane from the work area.
3. Northbound traffic shall be not disturbed through the work area.

Stage 4:

16th Street

1. Pedestrian facilities shall be closed on the north side of the work area.
2. Eastbound and WestBound traffic shall be reduced to one lanes through the work area.

Stage 5:

16th Street

1. Pedestrian facilities shall be closed on the north side of the work area.
2. Eastbound and WestBound traffic shall be reduced to one lanes through the work area.

3rd Ave SE

3. Pedestrian facilities in the areas of the project shall be closed on the NW side of the work area.
4. Southbound traffic shall be reduced to one lane through the work area.
5. Northbound traffic shall be reduced to one lane and one left turn lane from the work area.

Stage 6:

16th Street

1. Pedestrian facilities shall be closed on the south side of the work area.
2. Eastbound and WestBound traffic shall be reduced to one lanes through the work area.

The Contractor shall also reference Division SS, Traffic Signals, for traffic control requirements associated with the signal work.

At all times throughout this project, the Contractor shall keep all directly affected property owners informed as to the appropriate access route being provided and maintained for them.

A traffic flow pattern on city streets shall be maintained to provide emergency vehicle access to all property. Fire hydrants, on or adjacent to the work, shall be kept accessible to firefighting equipment at all times. All street closings shall be approved by the city prior to closing. The temporary closing of any streets will require the installation of sufficient barricades, fences, and signs, to adequately deter traffic from entering the sites. If the streets are not closed, one lane of traffic shall be maintained at all times, and signs installed indicating "local traffic only".

Haul routes shall generally be along C.S.A.H. streets or trunk highways, and coordinated with the engineer.

s 20.3 Measurement and Payment

No measurement will be made of the various Items that constitute Traffic Control but all such work will be construed to be included in the single Lump Sum payment under Item 2563.601 (Traffic Control)

Item No.	Item	Unit
2563.601	TRAFFIC CONTROL	L S

S - 21 (1505) COOPERATION BY CONTRACTORS

The provisions of MnDOT 1505 are supplemented as follows:

s 21.1 **County Fairgrounds** schedules several events year round, within the proximity of the project. The project schedules and fairground's activities are concurrent with this Project. Adequate Access during major Fairground activities Gold Rush **May 9-11, August 15-17, and July 20-27, 2014** shall require **Areana Drive to be open** to one lane of traffic in each direction on a minimum of a gravel surface.

The Contractor shall coordinate his/her work and cooperate with the holders of those separate contracts, and or Agreements both present and future, and their forces in a manner consistent with the provisions of MnDOT 1505.

S - 22 (1506) SUPERVISION BY CONTRACTOR

The provisions of MnDOT 1506 are supplemented as follows:

At the Preconstruction Conference the Contractor shall designate in writing who the competent superintendent and competent individual (if different) will be for this Project. These persons can only be changed throughout the duration of the Project by submission of written authorization to the Engineer by the Contractor. The submittal of these persons shall be done before any work is performed on this Project.

The Contractor will be subject to an hourly charge for failure to comply with the requirements of MnDOT 1506. Non-Compliance charges, for each incident, will be **assessed at a rate of $100 per hour**, for each hour or portion thereof, during which the Engineer determines that the Contractor has not complied. No charge will be made if the deficiency is corrected within one (1) hour of notification.

An incident of Non-Compliance will be defined as the receipt of a written work order by the Contractor with instructions to correct a deficiency.

S - 23 (1507) UTILITY PROPERTY AND SERVICE

Construction operations in the proximity of utility properties shall be performed in accordance with the provisions of MnDOT 1507, except as modified below:

s 23.1 The provisions of MnDOT 1507.1 B are hereby deleted and the following substituted therefore:

B Gopher State One Call

The Contractor shall:

(1) Mark the proposed excavation in accordance with the Minnesota State Statute 216D color code before contacting "Gopher State One Call." The Contractor shall mark proposed excavation area with white paint and

white flags or in lieu of white flags, white stakes may be used. The Contractor must adhere to all requirements of Gopher State One Call in addition to the following:

The white markings must delineate the **actual excavation area** where the locating of underground facilities is required. All flags and stakes shall display the name, and phone number of the Contractor. All areas of proposed excavation shall be considered "practical" for the use of white markings, pursuant to Minnesota Statutes §216D.05 (2).

(2) Call "Gopher State One Call" at least 48 hours (excluding Saturdays, Sundays, and holidays) before starting excavation operations.

(3) The Contractor shall acquire a Positive Response confirmation from MnDOT for all proposed excavations when the Gopher State One Call has indicated MnDOT utilities may be affected. The Contractor may call MnDOT Electrical Services Section (ESS) Dispatch Locating to confirm the status of Utility infrastructure owned by MnDOT. MnDOT Electrical Services Section (ESS) Dispatch Locating can be contacted at the following phone numbers; (651) 366 -5750 or (651) 366-5751. The Contractor shall be responsible for all damage to MnDOT owned Utility infrastructure if a Positive Response confirmation has not been acquired from MnDOT. The Contractor is required to comply with the provisions of Minnesota Statutes chapter 216D when performing Excavation as defined in Minnesota Statutes §216D.01 (subdivision 5), and will be responsible for damages to facilities in accordance with Minnesota Statutes §216D.06.

s 23.2 All utilities that relate to this Project are classified as "Level D," unless the Plans specifically state otherwise. This utility quality level was determined according to the guidelines of CI/ASCE 38-02, entitled "Standard Guidelines for the Collection and depiction of existing subsurface utility data."

s 23.3 By bidding on this Contract, the bidder agrees that it shall use the Plan to identify the location of MnDOT drainage facilities as satisfying the requirements of Minnesota Statutes Ch. 216D and Minnesota Rules 7560.0250 with respect to MnDOT's storm water drainage facilities.

s 23.4 The following utility owners have existing facilities that may be affected by the work under this Contract, all of which they intend where necessary to relocate or adjust in advance of or concurrently with the Contractor's operations.

Full Name	Company	Description	Business Phone
Steve Hyke	MN Energy Resources	Gas - Yellow	(507) 529-5104
Ron Muller	Charter Communications	Cable-Orange	(507) 285-6164
Wally Carlson	Mayo Clinic Facilities	Other	(507) 266-8142
Kay Klemmer	Northern Natural Gas	Gas - Yellow	(507) 451-7760 3202
Pat Lynch	Zayo Bandwidth	Fiber Optics - Orange	(952) 230-4288
Rick Wellik	Peoples Cooperative Power	Communications - Orange	(507) 288-4004
Brian Engen	Peoples Cooperative Power	Communications - Orange	(507) 288-4004
Doug Feine	Public Works OWEF	Steam - Yellow	(507) 328-7033
Chad O'Connor	Centurylink	Telephone - Orange	(507) 285-2059
Donn Richardson	Rochester Public Utilities	Water Dept - Blue	(507) 280-1509
Mike Engle	Rochester Public Utilities	Electric - Red	(507) 280-1579
Steve Cook	Rochester Public Utilities	Electric - Transmission	(507) 280-1590
Jim McKay	Rochester Public Works	Sewer - Green	(507) 328-2428

s 23.5 Utilities

s 23.6 The Contractor shall coordinate his/her work and cooperate with the foregoing utility owners and their forces in a manner consistent with the provisions of MnDOT 1507 and the applicable provisions of MnDOT 1505.

s 23.7 The City of Rochester utilities that are affected such as storm sewer, sanitary sewer, and water supply have been included in the Plan for adjustment or relocation. The Contractor shall notify Doug Nelson, Manager of Engineering at telephone (507) 328-2423, in advance of the date he intends to start work and he shall furnish that office with such information as may be necessary to permit the responsible authorities to make suitable arrangements relative thereto.

s 23.8 The Contractor shall verify all underground utility locations and elevations prior to construction. (Gopher State One Call 1-800-252-1166)

S - 24 (1601) SOURCE OF SUPPLY AND QUALITY

The provisions of MnDOT 1601 are supplemented as follows:

The Contractor will furnish and use only steel and iron materials manufactured in the United States in executing the work under this Contract, in conformance with the provision of the U.S. Code of Federal Regulations 23CFR635.410. Domestic products taken out of the United States for any process (e.g. change of chemical content, permanent shape or size, or final finish of product) shall be considered foreign source materials.

All bids must be based on furnishing domestic iron and steel, which includes the application of the coating, except where the cost of iron and steel materials incorporated in the work does not exceed one-tenth of one percent of the total Contract cost or $2,500.00, whichever is greater. The state may approve the use of foreign iron and steel materials for particular Contract items, provided the bidder submits, a stipulation identifying the foreign source iron and/or steel product(s) and the estimated invoice cost of the product(s), for one or more of the Contract bid items. Each stipulation shall be made on the "Stipulation for Foreign Iron or Steel Materials" form which shall be submitted with the Contractor's proposal. **If the Contractor chooses to use ANY non-domestic iron or steel, the Contractor must submit a stipulation with the proposal.**

Prior to completing work the Contractor shall submit to the Engineer a certification stating that all iron and steel items supplied are of domestic origin, except for non-domestic iron and steel specifically stipulated and permitted in accordance with the paragraph above.

s 24.1 Source of Supply and Quality. MnDOT 1604 is supplemented as follows: All costs of shop inspection at plants outside the United States shall be borne by the Contractor. Such costs shall be deducted from monies due or to become due the Contractor.

s 24.2 Partial Payment. All provisions for partial payments shall apply to domestic materials only. No payments shall be made to the Contractor for materials manufactured outside of the United States until such materials have been delivered to the job site.

S - 25 (1701) LAWS TO BE OBSERVED (DATA PRACTICES)

The provisions of MnDOT 1701 are supplemented with the following:

s 25.1 Bidders are advised that all data created, collected, received, maintained, or disseminated by the Contractor and any subcontractors in performing the work contained in this Contract are subject to the requirements of MN Statute Chapter 13, the Minnesota Government Data Practices Act (MGDPA). The Contractor shall comply with the requirements of the MGDPA in the same manner as the Department. The

Contractor does not have a duty to provide access to public data to the public if the public data are available from the Department, except as required by the terms of the Contract.

S - 26 (1710) TRAFFIC CONTROL DEVICES

All traffic control devices and methods shall conform to the Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD), Minnesota Standard Signs Manual, the Traffic Engineering Manual, and the following:

In accordance with the MN MUTCD all sign supports shall be crashworthy. Signs installed on barricades, barricade sign combinations, and all other portable supports shall be crashworthy. This includes all new and used Category I and Category II devices.

The Contractor shall provide the Project Engineer a Letter of Compliance stating that all of the Contractors Category I and II Devices are NCHRP 350 approved as of July 1, 2006. The Letter of Compliance must also include approved drawings of the different signs and devices and shall be provided to the Project Engineer at the Pre-construction meeting.

S - 27 (1717) AIR, LAND AND WATER POLLUTION

The provisions of MnDOT 1717 are supplemented and/or modified with the following:

s 27.1 **Discovery Of Contaminated Materials And Regulated Wastes**.

If during the course of the Project, the Contractor unexpectedly encounters any of the following conditions indicating the possible presence of contaminated soil, contaminated water, or regulated waste, the Contractor shall immediately stop work in the vicinity, notify the Engineer, and request suspension of work in the vicinity of the discovery area, in accordance with MnDOT 1803.4.

A documented inspection and evaluation will be conducted prior to the resumption of work. The Contractor shall not resume work in the suspected area without authorization by the Engineer.

(A) Indicators of contaminated soil, ground water or surface water include, but are not limited to the following:

(1) Odor including gasoline, diesel, creosote (odor of railroad ties), mothballs, or other chemical odor.
(2) Soil stained green or black (but not because of organic content), or with a dark, oily appearance, or any unusual soil color or texture.
(3) A rainbow color (sheen) on surface water or soil.

(B) Indicators of regulated wastes include, but are not limited to the following:

(1) Cans, bottles, glass, scrap metal, wood (indicators of solid waste and a possible dump)
(2) Concrete and asphalt rubble (indicators of demolition waste).
(3) Roofing materials, shingles, siding, vermiculite, floor tiles, transite or any fibrous material (indicators of demolition waste that could contain asbestos, lead or other chemicals).
(4) Culverts or other pipes with tar-like coating, insulation or transite (indicators of asbestos).
(5) Ash (ash from burning of regulated materials may contain lead, asbestos or other chemicals).
(6) Sandblast residue (could contain lead).
(7) Treated wood including, but not limited to products referred to as green treat, brown treat and creosote (treated wood disposal is regulated).
(8) Chemical containers such as storage tanks, drums, filters and other containers (possible sources of chemical contaminants).

(9) Old basements with intact floor tiles or insulation (could contain asbestos), sumps (could contain chemical waste), waste traps (could contain oily wastes) and cesspools (could contain chemical or oily wastes).

s 27.2 MnDOT 1717.2 A2 is hereby deleted and replaced with the following:

A2 During Construction

The Contractor shall implement the Project's Storm Water Pollution Prevention Plan. The Contractor shall schedule and install temporary and permanent sediment and erosion control measures, construct ponds and drainage facilities, finish earth work operations, place topsoil, establish turf, and conduct other Contract work in a timely manner to minimize erosion and sedimentation.

All exposed soil areas with continuous positive slopes that are within 60 m **(200 feet)** of a public water shall have temporary or permanent erosion protection within 24 hours after the construction activity in that portion of the site has temporarily or permanently ceased and connection is established to the public water. All other positive slopes to constructed surface waters, such as permanent storm water treatment ponds, curb and gutter systems, storm sewer inlets, temporary or permanent drainage ditches, or other storm water conveyance systems, shall have temporary erosion protection or permanent cover for the exposed soil areas as soon as practicable but no later than 14 days after construction activity has temporarily or permanently ceased in that area. For those drainage areas that have a discharge point within 1 mile and flows to an impaired or Special Waters shall have temporary erosion protection or permanent cover for the exposed soil areas as soon as practicable but no later than 7 days after construction activity has temporarily or permanently ceased in that area. Impaired and Special Waters are defined as those listed and referenced in the NPDES Permit.

Positive slopes adjacent to public waters and wetlands will be stabilized at the close of each day when weather forecasts for rain that evening, and/or overnight including weekends. Once work is completed it will be stabilized permanently as soon as practical but no later than seven days.

Exposed soil areas do not include; stockpiles or surcharge areas of sand, gravel, aggregate, concrete, bituminous, or road bed and surfacing material. A perimeter sediment barrier may be necessary to minimize loss when these are within the 60 m (200 feet) of existing surface waters or the property edge.

The bottom of temporary or permanent drainage ditches or swales constructed to drain water from a construction site must be stabilized with erosion control measures for the last 60 m **(200 feet)**, or more when conditions warrant, from the property edge or from the point of discharge to any existing surface water. Stabilization shall be completed within 24 hours after the construction activity in that portion of the ditch has temporarily or permanently ceased. Ditch stabilization will continue concurrently with construction activities but no later than 14 days after construction activities have permanently or temporarily ceased. Any, culvert pipe or storm sewer pipe that is within the cumulative distance is not part of this distance. Ditch checks may be provided where necessary to slow water flow and capture sediment.

Temporary or permanent ditches used as treatment systems will not need to be stabilized but must provide the proper Best Management Practices for the treatment system.

Pipe outlets shall be provided with temporary or permanent energy dissipation within 24 hours of connecting the pipe to any constructed or existing surface waters.

The Contractor shall limit the surface area of erodible soil that can be exposed to possible erosion at any one time when the permanent erosion control features are not completed and operative.

All liquid and solid wastes generated by concrete washout operations must be contained and not have the opportunity to come in contact with the surface waters or ground water. This includes the ditches, slopes to ditches, curb and gutter/storm sewer systems, and ponds. Areas where there are sandy soils, karsts, and high ground water the washout facility must have an impermeable liner. Liquid and solid wastes must be disposed of properly. A concrete washout sign must be installed adjacent to each washout facility to notify personnel.

s 27.3 MnDOT 1717.2E is hereby deleted and replaced with the following:

E Site Plans

The Engineer may require the Contractor to submit a site plan, in writing, detailing proposed erosion control and sediment control measures and a schedule indicating starting and completion times for construction operations working in water bodies and/or in direct proximity to waters of the state.

Contractor shall not start work in the affected areas until the schedule and site plan have been accepted by the Engineer and all materials and equipment for the activity are on site.

F Compensation

The borings indicate that regulated wastes (i.e. construction debris, brick, concrete block, etc) will be encountered when trenching in 2nd Avenue SW. If the material encountered is unsuitable for trench backfill, then the Contractor shall haul and dispose of the material at an approved demolition landfill site. Contractor shall be compensated on a cubic yard loose volume basis (truck measure) for the removal and disposal of said material.

Contractor shall also be compensated on a cubic yard loose volume basis for granular material for backfill for the quantity of debris hauled from the site. The quantity of granular backfill shall be based on the quantity of debris hauled from the site and disposed of at an approved demolition landfill.

S - 28 (1717) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT (2013 VERSION)

Pollution of natural resources of air, land and water by operations under this Contract shall be prevented, controlled, and abated in accordance with the rules, regulations, and standards adopted and established by the Minnesota Pollution Control Agency (M.P.C.A.), and in accordance with the provisions of MnDOT 1717, these Special Provisions, and the following:

s 28.1 By signing the Proposal and completing the NPDES permit application, the Contractor is a co-permitee with the **City** to ensure compliance with the terms and conditions of the General Storm Water Permit (MN R100001) and is responsible for those portions of the permit where the operator is referenced. This Permit establishes conditions for discharging storm water to waters of the State from construction activities that disturb 0.4 hectares [**1 acre**] or more of total land area. A copy of the "General Permit Authorization to Discharge Storm Water Associated with a Construction Activity Under the National Pollutant Discharge Elimination System (NPDES)/State Disposal System Permit Program" is available at:

http://www.pca.state.mn.us/water/stormwater.stormwater-c.html or by calling 651-296-3890.

s 28.2 The **Contractor shall apply and pay for the NPDES Permit on this Projec**t. Payment for the application shall be incidental to the Contract and no direct compensation will be made. The **City of Rochester** will provide the Contractor with the application form with Sections 1 thru 3 and 5 thru 14 completed, as part of the Contract document package. The Contractor shall fill out the Contractor's portion (Section 4 and section15), complete the application process, and post the Permit and MPCA's letter of coverage onsite.

A NPDES Permit declaration form will be sent to the Contractor with the Contract award packet. A copy of the signed permit application and a signed Permit Declaration form must be returned with the Contract and bond. Submittal of the copy of the signed permit application and Permit Declaration is mandatory for Contract approval. No work which disturbs soil and/or work in waters of the state will be allowed on this Project until the NPDES Permit is in effect and the department has received the required documentation.

s 28.3 The Contractor shall be solely responsible for complying with the requirements listed in Part II.B and Part IV of the General Permit.

The Contractor shall be responsible for providing all inspections, documentation, record keeping, maintenance, remedial actions, and repairs required by the permit. All inspections, maintenance, and records required in the General Permit Paragraph IV.E, shall be the sole responsibility of the Contractor. The word "Permitee" in these

referenced paragraphs shall mean "Contractor". Standard forms for logging all required inspection and maintenance activities shall be used by the Contractor. All inspection and maintenance forms used on this Project shall be turned over to the Engineer every two weeks for retention in accordance with the permit.

The Contractor shall have all logs, documentation, inspection reports on site for the Engineer's review and shall post the permit and MPCA's letter of coverage on site. The meetings with the MPCA, Watershed District, WMO, or any local authority shall be attended by both the Engineer and the contractor or their representatives. No work required by said entities, and for which the Contractor would request additional compensation from **City of Rochester**, shall be started without approval from the Engineer. No work required by said entities and for which the changes will impact the design or requirements of the Contract documents or impact traffic shall be started without approval from the Engineer.

The Contractor shall immediately notify the Engineer of any site visits by Local Permitting Authorities performed in accordance with Part V.H.

s 28.4 Emergency Best Management Practices must be enacted to help minimize turbidity of surface waters and relieve runoff from extreme weather events. It is required to notify the MPCA Regional contact person within 2 days of an uncontrolled storm water release.

The names and phone numbers of the MPCA Regional Contact personnel can be found at: http://www.pca.state.mn.us/water/stormwater/stormwater-c.html. the Contractor is reminded that during emergency situations involving uncontrolled storm water releases that the State Duty Office must be contacted immediately at 1-800-422-0798 or 1-651-649-5451.

S- The Contractor shall review and abide by the instructions contained in the permit package. The contractor shall hold **City of Rochester** harmless for any fines or sanctions caused by the contractor's actions or inactions regarding compliance with the permit or erosion control provisions of the Contract Documents.

S- The Contractor is advised that Section 1 of the NPDES application form makes reference to a Storm Water Pollution Prevention Plan (SWPPP). This Project's SWPPP is addressed throughout MnDOT's Standard Specifications for Construction, as well as this Project's Plan and these Special Provisions. The following table identifies NPDES permit requirements and cross-references where this Contract addresses each requirement.

NPDES Permit Requirements	Cross-Reference within this Contract
Obtain NPDES Permit; Permit Compliance; Submit Notice of Termination	MnDOT 1701, 1702; and 1717 Special Provisions: 1717 (Air, Land & Water Pollution), 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)
Certified Personnel in Erosion / Sediment Control Site Management Develop a Chain of Command	MnDOT 1506, 1717, and 2573; Special Provisions: 1717 (Air, Land & Water Pollution), and 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)
Project / Weekly Schedule (for Erosion / Sediment Control) Completing Inspection / Maintenance Log / Records	MnDOT 1717 and 2573; Special Provisions: 1717 (Air, Land & Water Pollution), and 1717 (National Pollutant Discharge Elimination System (NPDES) Permit); and
Project Specific Construction Staging	The Plans; MnDOT 1717; Special Provisions: 1717 (Air, Land & Water Pollution), 1717 (National Pollutant Discharge Elimination System (NPDES) Permit); and 1806 (Determination and Extension of Contract Time)
Temporary Erosion / Sediment Control	The Plans; MnDOT 2573 and 2575
Maintenance of Devices / Sediment removal Removal or Tracked Sediment Removal of Devices	The Plans; MnDOT 1717 and 2573; Special Provisions: 1514 (Maintenance During Construction), 1717 (Air, Land & Water Pollution), and 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)
Dewatering	MnDOT 2105.3B and 2451.3C; May also require DNR Permit
Temporary work not shown in the Plans Grading areas (unfinished acres exposed to erosion)	MnDOT 1717, 2573, and 2575; Special Provisions: 1717 (Air, Land & Water Pollution), and 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)
Permanent Erosion / Sediment Control and Turf Establishment	The Plans; MnDOT 1717, 2573, and 2575; Special Provisions: 1717 (Air, Land & Water Pollution), and 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)

S - 29 (1802) TRAINING FOR CONSTRUCTION TRUCK OPERATORS

Operators of construction trucks hauling construction materials such as borrow, aggregate base, asphalt mixtures and concrete paving mixtures are encouraged to become certified as a Level I Construction Truck Operators (CTO).

This one-day session taught in various MnDOT Districts features classroom and hands-on educational experiences. The objective of the CTO Training is to make the driver aware of the Federal and State requirements and regulations regarding the construction truck and driver, and the safe driving techniques that will result in the safe operation of the construction truck. Presenters include Minnesota State Patrol, Minnesota Department of Transportation and the Minnesota Safety Center.

This training is co-sponsored by the Minnesota State Patrol, the Minnesota Highway Safety Center, the Minnesota Trucking Association, the Minnesota Asphalt Pavement Association and the Minnesota Department of Transportation.

Additional information about this certification program can be obtained by contacting any of the following:

	PHONE #	FAX #
Minnesota Asphalt Pavement Association: E-mail: info@mnapa.org	651-636-4666	651-636-4790
Minnesota Department of Transportation: E-mail: motorcarrier@state.mn.us Website: http://www.dot.state.mn.us/cvo/index.html	Toll Free: 1-888-472-3389 651-405-6060	651-405-6082
Minnesota Highway Safety Center: E-mail: tjsakry@stcloudstate.edu Website: http://mnsafetycenter.org	Toll Free: 1-888-234-1294 320-255-4732	320-255-3942
Minnesota State Patrol: Website: http://www.dps.state.mn.us/patrol/comveh/index.htm	Toll Free: 1-888-472-3389 651-405-6171	651-405-6082
Minnesota Trucking Association: E-mail: john@mntruck.org Website: http://www.mntruck.org	651-646-7351	651-641-8995

S - 30 (1803) PROSECUTION OF WORK (2013

The provisions of MnDOT 1803 are supplemented and/or modified with the following:

s 30.1 SPECIAL PROJECT ADA REQUIREMENTS

All pedestrian facilities and shared trails on this Project must be constructed according to Public Rights-of-Way Accessibility Guidelines (PROWAG) which can be found at: http://www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way/background/revised-draft-guidelines and the 2010 ADA Standards for Accessible Design, which can be found at: http://www.ada.gov/2010ADAstandards_index.htm. The appropriate pedestrian ramp details for each quadrant are included in the Plan. The Engineer may provide additional details to those provided in the Plan that meet the guidelines as the need arises and field conditions dictate.

(A) The Contractor must designate a responsible person familiar with PROWAG to assess proposed sidewalk layouts at each site before work begins. Any time work the Contractor is performing concerns pedestrian facilities, the Contractor's representative shall be on site.

(B) Pedestrian facilities must be constructed to meet the following criteria:

(1) Pedestrian Access Routes (PAR) must be constructed to meet the following:

- Minimum 4 feet width.
- A maximum cross slope of 2.0%.

- Vertical discontinuities must be less than 0.25 inches.
- Must provide positive drainage without allowing any ponding.
- All grade breaks shall be constructed perpendicular to the path of travel.

(2) Landings are part of the PAR and must be constructed to meet the following:

- 4 feet by 4 feet minimum width.
- Maximum slope of 2.0% in all directions.
- Required at all locations where the PAR changes directions.
- Must be connected to the PAR.
- All grade breaks shall be constructed perpendicular to the path of travel.

(3) Ramps are part of the PAR and must be constructed to meet either of the following criteria:

- Longitudinal slopes less than 5% in the direction of travel requires no landing at the top of the ramp (unless the PAR changes direction).
- Longitudinal slopes between 5 - 8.3% in the direction of travel require a landing at the top of the ramp.

(C) If the Contractor constructs any pedestrian or shared-use trail facilities that are not per Plan, do not meet the above requirements, or do not follow the agreed upon resolution, the Contractor shall be responsible for correcting the deficient facilities with no compensation paid for the corrective work. To ensure that the pedestrian facilities are constructed in compliance with PROWAG, the Contractor shall follow the following three steps:

(1) The Contractor shall use the appropriate ramp details in the Plan and identify the removal limits for the sidewalk and curb and gutter. If Contractor determines the removal limits are not adequate to meet PROWAG, the Contractor shall stop work immediately and consult the Engineer to determine the best solution. Once the Engineer and the Contractor reach agreement on how to proceed, the Contractor may finish the removals.

(2) The Contractor shall not alter any existing drainage patterns unless called for in the plans or approved by the Engineer.

Prior to pouring each curb and gutter segment, the Contractor must verify the zero height curb and curb transitions will be located as shown in the Plans and will provide an adequate detectable edge as shown on Standard Plan Sheet No. 5-297.250 (Sheet 5 of 5). The Contractor shall also verify the proposed curb flow lines will provide positive drainage as well as maintain existing gutter inflows/outflows. The curb and gutter shall be constructed as detailed in the Plan with a defined flowline and no vertical discontinuities. The Contractor shall consult with the Engineer to determine a resolution if any of these conditions cannot be met. Once the Engineer and the Contractor reach agreement on how to proceed, the Contractor may proceed with pouring the curb and gutter.

(3) After the curb has been correctly poured, the Contractor has set the sidewalk forms, and prior to placing the concrete curb ramps/sidewalks, the Contractor shall verify the requirements in Section S-__.2B will be achieved. If any of these requirements cannot be met the Contractor shall meet with the Engineer to determine the best solution. Once the

Engineer and the Contractor reach agreement on how to proceed, the Contractor may proceed with the curb ramp/sidewalk pour.

(D) It shall be the responsibility of the Contractor, or Contractor's Surveyor if applicable, to layout all proposed work at each intersection in accordance with the Plan and requirements listed in this Special Provision. The Contractor may confer with the Engineer for guidance in laying out the proposed work, but it will be the Contractor's responsibility to ensure the proposed work meets all the requirements of this Special Provision. This layout includes, but is not limited to placement of grade breaks, curb transitions, gutter flow lines, truncated dome placement, crosswalk marking placement, flares, landing limits, and ramp limits. It is important that the Contractor layout this work properly to achieve the construction of a compliant pedestrian facility. This layout work shall be incidental with no extra compensation paid.

If contractor surveying is not called for in the Contract, the owner's surveyor will only stake points and elevations provided in the Plan. For detail (i.e. custom) designs, other than specific dimensions provided in the Plan, the Contractor shall be expected to scale dimensions from the Plan as needed to construct the facility. If scaled dimensions do not allow for a facility to be constructed to meet the requirements of this Special Provisions, the Contractor shall follow the process listed in S-___.2B.

(E) The Contractor shall utilize measures and methods when working near existing buildings and/or private landscaping that will avoid damaging the building's face or structure or other private property. The Contractor will be responsible for any damage to the building's face or structure, or other private property. Any damage resulting from Contractor operations will be repaired at the Contractor's expense to the satisfaction of the Engineer.

(F) The Contractor shall round all joints and edges of the walk with a ¼ inch radius edging tool, contraction joints shall extend to at least 30 percent of walk thickness and shall be approximately 1/8 inch wide as per MnDOT 2521. The Contractor shall also have the option of providing saw cuts to construct the sidewalk joints. This work shall be considered incidental and no extra compensation paid.

(G) In areas where the sidewalk is to be constructed around fixed structures and the grade has been changed, the sidewalk shall be finished around these structures to the satisfaction of the Engineer at no additional cost.

Use on all jobs that have pedestrian signal system work.

(H) All pedestrian signal systems should be installed as shown in the Plan and must be constructed to meet the following criteria. The Contractor shall verify that the proposed push button locations will meet all of the following criteria before proceeding with the installation of the pedestrian push button system. If the push button location will not be constructed as per Plan, the Engineer will verify and approve the Contractor's proposed revised location.

- Pedestrian push buttons shall be oriented with the button facing towards the intersection and the button face placed parallel to the outside edge of the crosswalk.
- Pedestrian push buttons shall be a minimum of 4 feet and a maximum of 10 feet from the back of curb/edge of roadway, but may be placed 1.5 feet to 4 feet from the back of curb/edge of roadway if mounted on a signal pole as indicated in the Plan or as approved by the Engineer.

- Pedestrian push buttons shall be located at the outside crosswalk edge and shall be no more than 5 feet offset from the projected outside edge of the crosswalk/outside edge of detectable warnings.
- Pedestrian push buttons shall be a minimum of 10 feet apart, except in islands and medians, where the minimum separation is 5 feet.
- Each pedestrian push button shall have a landing immediately adjacent to the push button face with minimum dimensions of 4 feet by 4 feet and a maximum slope of 2.0% in all directions. Center the push button on the landing if possible to do so without violating any of the requirements listed in this Special Provision. The landing must be connected to the Pedestrian Access Route.
- A 6-foot wide clear distance between obstructions shall be maintained wherever it is possible to do so for snow removal purposes.
- The push buttons shall be mounted at a height of 42 inches as indicated in the Plan.
- If it is possible to mount a push button on a signal pole and meet all the criteria listed in this Special Provision, then the push button shall be mounted on signal pole and the unused push button station components shall be considered surplus materials and delivered to MnDOT Electrical Services.
- Crosswalks shall be striped in a straight alignment between the outside edges of the detectable warnings with no kinks unless the crosswalks are shown as kinked in the Plan.
- The Contractor shall maintain all working points marked by the surveyor and use the working points to layout push button locations in accordance with the Plans and Special Provisions.

If any of these conditions cannot be met, the Contractor shall consult with the Engineer to determine a resolution. Once the Engineer and the Contractor reach an agreement on how to proceed, the Contractor may proceed. If the Contractor constructs any pedestrian push button systems or pedestrian facilities which do not meet the criteria or the agreed upon resolution, the Contractor will be responsible for correcting the deficiencies with no compensation paid for the corrective work.

To help ensure signal systems are properly constructed the Contractor must adhere to the following practices:

- All push button station bases and pedestal bases shall be poured either concurrently with or after the adjacent sidewalk pour. These bases shall be poured flush with all adjacent sidewalk within 1/4 inch maximum vertical deflection as shown in the plans and MnDOT Standard Plate 8112 and MnDOT pedestrian push button detail.
- Signal pole foundations which are being constructed in or adjacent to sidewalk shall be constructed in accordance with the applicable MnDOT Standard Plate 8120 or 8126. If a push button is proposed to be mounted on a signal pole, the Contractor shall determine the finished grade of the top of proposed sidewalk prior to pouring the signal pole foundation. The signal pole foundation shall not be more than 8 inches above the finish grade of the sidewalk and must still meet the vertical clearance requirements of the applicable MnDOT Standard Plates 8120 or 8126. If this is not possible, the Contractor shall consult with the Engineer to determine the appropriate solution.

S - 31 (1806) DETERMINATION OF CONTRACT TIME

The contract time will be determined in accordance with the provisions of 1806 and the following:

s 31.1 Construction operations shall be started within eight (8) Calendar Days after the date of Notice of Contract Approval, whichever is later. Construction operations shall not commence prior to Contract Approval.

s 31.2 All work required by these contract documents shall be initiated after **April 1, 2014** completed no later than **July 19, 2014**.

s 31.3 The Contractor shall also reference section (1404) Maintenance of Traffic, (1707) Public Safety, And (2563) Traffic Control Traffic Signals, for critical project timeframes and dates found elsewhere in the proposal.

S - 32 INCIDENTAL WORK

Items of work for which no pay items are included in the bid proposal shall be considered as incidental expense and no separate payment will be made therefore. Incidental items include, but are not limited to the following:

Abandon and plugging existing lines and structures, other than paid for in the plans
Disposal of excess excavation.
Temporary Raised Pavement Markers (TRPM) as required by project phasing
Erosion Control BMP's:
    Concrete Washout Operations
    Street Sweeping
Pipe bedding/foundation/encasement material
Maintaining access to private property.
All additional expenses associated in the Hand Work Zone of the Tree Protection Zone
Trench Excavation for Sanitary, Storm Sewers, and Watermains
Protective Coating for Catch basins and Catch basin/Manholes
Reinforcing bars and dowels.
Bituminous Tack Coat.
Finish grading of boulevard and disturbed areas
Fine grading of subgrade and subgrade preparation
Preparation of aggregate base for paving
Shaping of earth berms for erosion control and drainage swales
Water & Dewatering

S - 33 (1904) EXTRA AND FORCE ACCOUNT WORK

The provisions of MnDOT 1904 are supplemented and/or modified with the following:

s 33.1 The Contractor is required to submit force account work itemized statements of costs in accordance with MnDOT 1904 to the Engineer on MnDOT form TP-21659 (Summary of Daily Force Account). Copies of this form can be obtained from the Engineer.

s 33.2 The following sentence shall be added to the second paragraph of MnDOT 1904:

> "Under no circumstance will the negotiated unit price for Extra Work which is performed by a subContractor include a Prime Contractor allowance which exceeds that provided for in 1904(4), Paragraph 3."

S - 34 (1910) FUEL ESCALATION CLAUSE

The provisions of MnDOT 1910 are hereby deleted and replaced with the attached Fuel Escalation Clause.

S - 35 (2021) MOBILIZATION (2013 VERSION)

The provisions of MnDOT 2021 are hereby deleted and replaced with the following:

s 35.1 DESCRIPTION

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the Project site; for the establishment of all Contractor's offices and buildings or other facilities necessary for work on the Project. Mobilization may include bonding, permit, and demobilization costs. When the proposal does not have a lump sum item for Mobilization, all costs incurred by the Contractor for Mobilization shall be incidental to other work.

s 35.2 BASIS OF PAYMENT

Based on the lump sum Contract price for mobilization, partial payments will be made as follows:

Mobilization Partial Payments		
% of Original Contract Amount Completed[1]	Pay Lesser of the Two	
	% of Mobilization	% of Original Contract Amount
5	50	3
15	75	5
25	100	5
95	100	N/A

[1] The Percent of Original Contract Amount Completed = the amount earned by the Contractor, excluding money earned for mobilization and material on hand, divided by the total value of the original Contract (all bid items).

If the Contract unit price for mobilization exceeds 5 percent of the total original contract amount, the Department may withhold (on any partial estimate) the portion in excess of 5 percent until the Contractor earns at least 95 percent of the original contract amount.

The total sum of all payments shall not exceed the original Contract amount bid for the mobilization item, regardless of the fact that the Contractor may have, for any reason, shut down work on the Project or moved equipment away from the Project and then back again.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the Contract.

Item No.	Item	Unit
2021.501	MOBILIZATION	LS

S - 36 (2101) CLEARING AND GRUBBING

Clearing and grubbing operations shall be performed in accordance with the provisions of MnDOT 2101 and the following:

s 36.1 Burning or burying timber, stumps, roots or other debris will not be permitted.

s 36.2 The first paragraph of MnDOT 2101.3D Disposal Limitations, is revised to read as follows:

The Contractor shall dispose of trees, brush, stumps, roots, and other debris or byproducts by chipping, marketing, ~~or burning~~. The Contractor:

s 36.3 MnDOT 2101.3D(5) under Disposal Limitations, is revised to read as follows:

(5) Shall not bury trees, brush, stumps, roots, and other debris or by-products within the State Right of Way or City Property.

s 36.4 MnDOT 2101.3D6 Burying, is hereby deleted in its entirety.

s 36.5 The first paragraph of MnDOT 2101.4B Area Basis, is revised to read as follows:

When the hectare is the unit, quantities will be determined by measuring (to the nearest 0.02 hectare **(0.05 acre)**) all areas cleared and all areas grubbed, within the limits shown in the Plans or staked by the Engineer. All measurements will be made horizontally to points 3 m **(10 feet)** outside the trunks of qualifying trees or stumps on the perimeter of the area being measured. Separate areas smaller than 0.02 hectare **(0.05 acre)** will be considered to be 0.02 hectare **(0.05 acre)**.

s 36.6 The first paragraph of MnDOT 2101.5 Basis of Payment, is revised to read as follows:

Payment for the accepted quantities of clearing and grubbing at the Contract prices per unit of measure will be full compensation for all removal and disposal costs, including the costs of securing outside disposal sites as needed and of carrying out the specified treatment in disposing of elm, oak wilt infected red oaks, pine, and marketable trees.

Item No.	Item	Unit
2101.502	CLEARING	TREE
2101.507	GRUBBING	TREE

S - 37 (2104) REMOVING PAVEMENT AND MISCELLANEOUS STRUCTURES

Section 2104 is hereby supplemented to include the following:

The Owner shall have the option of removing and salvaging all items such as fences, gates, light standards, poles, etc. If the Owner does not remove such items prior to construction, they shall be removed by the Contractor and shall be considered incidental to the Contract unless specific bid items are included.

All debris and excess materials removed from the project shall be disposed of by the Contractor off the project site. No burying of debris will be permitted.

Sewers within the trenching limits shall be removed and sewers outside of the trench limits shall be plugged all as incidental expense.

Abandoning of existing storm sewers shall be filled with granular material and capped watertight. Filling and capping of the abandoned sewer pipe shall be considered incidental work for which no direct payment will be made.

s 37.1 **Item 2104.501 (W200.564) "Remove Watermain"** Shall include the removal of existing watermain as noted on the plans, temporary closing or maintaining flows shall be coordinated with the water department. Measurement and payment shall be made at the contract unit price per linear foot, which shall be compensation in full for all labor, equipment, and materials necessary to complete the work

s 37.2 **Item 2104.501 "Remove Sewer Pipe (Storm), (Sanitary)…"** If no pay item is included then it is incidental to the project otherwise, shall include the removal of existing pipe, by type, as noted on the plans. Measurement and payment shall be made at the contract unit price per linear foot or each, which shall be compensation in full for all labor, equipment, and materials necessary to remove and dispose of the work and shall include capping or plugging remaining abandoned pipe if any.

s 37.3 **Item 2104.509 "Remove Manhole, Catch Basin or Apron"** Shall include the removal of the existing apron, or structure, as noted on the plans. Measurement and payment shall be made at the contract unit price per each, which shall be compensation in full for all labor, equipment, and materials necessary to maintain service flow, plug, remove and dispose the entire structure.

s 37.4 **Item 2104.501 "Remove Concrete Curb and Gutter"** Shall include the removal of existing curb and gutter as noted on the plans. Measurement and payment shall be made at the contract unit price per linear foot, which shall be compensation in full for all labor, equipment, and materials necessary to remove and dispose of the concrete curb and gutter including full depth saw cut to provide a clean edge.

s 37.5 **Item 2104.503-5 "Remove Concrete Pavement, Drive, and Sidewalk"** Shall include the removal of existing concrete pavements as noted on the plans. Measurement and payment shall be made based on surface area and shall be compensation for the total depth of the concrete pavements at the contract unit price per square yard, which shall be compensation in full for all labor, equipment, and materials necessary to remove and dispose of the concrete pavements.

s 37.6 **Item 2104.505 "Remove Bituminous Pavement"** Shall include the removal of existing bituminous pavement as noted on the plans. Measurement and payment shall be made based on surface area and shall be compensation for the total depth of the bituminous pavement at the contract unit price per square yard, which shall be compensation in full for all labor, equipment, and materials necessary to remove and dispose of the bituminous pavement.

s 37.7 **Item 2104.511/2521.603 "Sawing Concrete Pavement"** If no pay item is included then it is incidental to the project otherwise, shall include saw cutting of concrete paving along the removal line. Measurement and payment shall be made at the contract unit price per linear foot, which shall be compensation in full for all labor, equipment, and materials necessary to saw cut to provide a clean edge.

s 37.8 **Item 2104.513 "Sawing Bituminous Pavement"** If no pay item is included then it is incidental to the project otherwise, shall include saw cutting of bituminous paving along the removal line. Measurement and payment shall be made at the contract unit price per linear foot, which shall be compensation in full for all labor, equipment, and materials necessary to saw cut to provide a clean edge.

s 37.9 **Item 2104.509 "Remove Gate Valve and Box"** Shall include the removal of the existing gate valve and box as noted on the plans. Otherwise contractor shall dispose of hydrant at their expense. Measurement and payment shall be made at the contract unit price per each, which shall be compensation in full for all labor, equipment, and materials necessary to dispose the gate valve and box.

s 37.10 **Item 2104.509 "Remove Hydrant"** Shall include the removal of the existing hydrant as noted on the plans. If directed by the Engineer, all removed hydrants shall be delivered to Rochester Public Utilities at 4000 East River Road NE in Rochester, MN. Otherwise contractor shall dispose of hydrant at their expense. Measurement and payment shall be made at the contract unit price per each, which shall be compensation in full for all labor, equipment, and materials necessary remove and dispose the entire structure.

s 37.11 **Item 2104.523 "Salvage Hydrant"** Shall include the salvaging of the all the existing hydrant system. All salvaged hydrants shall be delivered to Rochester Public Utilities at 4000 East River Road NE in Rochester, MN.Measurement and payment shall be made at the contract unit price per each, which shall be compensation in full for all labor, equipment, and materials necessary to complete the work. Any damage to the hydrant shall be repaired or replaced at the expense of the Contractor.

s 37.12 **Item 2104.603 "Abandon Pipe Sewer"** shall include plugging the remaining pipe ends with concrete and filling the entire line with sand or a lean concrete mix, measured by length along the line of pipe regardless of diameter. Terminal points of measurement will be the point of connection with inplace pipe; the center of manholes; the point of centerline intersections at branch fittings; or the point of juncture with other appurtenances or units as defined.

s 37.13 **Measurement and payment** for the removal and disposal of materials will be made only for those Items of removal work specifically included for payment as such in the Proposal and as listed in the Plans. The removal of any unforeseen obstruction requiring in the opinion of the Engineer equipment or handling substantially different from that employed in excavation operations, will be paid for as Extra Work as provided in MnDOT 1403.

Item No. **Item** **Unit**

2104.501	REMOVE WATER MAIN	L F
2104.501	REMOVE SEWER PIPE (STORM)	L F
2104.501	REMOVE SEWER PIPE (SANITARY)	L F
2104.501	REMOVE CURB AND GUTTER	L F
2104.505	REMOVE CONCRETE WALK	S Y
2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y
2104.505	REMOVE CONCRETE PAVEMENT	S Y
2104.505	REMOVE BITUMINOUS PAVEMENT	S Y
2104.509	REMOVE CONCRETE APRON	EACH
2104.509	REMOVE MANHOLE	EACH
2104.509	REMOVE CATCH BASIN	EACH
2104.509	REMOVE GATE VALVE & BOX	EACH
2104.509	REMOVE HYDRANT	EACH
2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F
2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	L F
2104.523	SALVAGE HYDRANT	EACH
2104.603	ABANDON PIPE SEWER	L F

S - 38 (2105) EXCAVATION AND EMBANKMENT

Roadway excavation and embankment construction shall be performed in accordance with the provisions of MnDOT 2105, except as modified below:

s 38.1 MnDOT 2105.2A2 Rock Excavation is revised to read as follows:

Rock excavation shall consist of all materials that cannot, in the Engineer's opinion, be excavated without drilling and blasting or without the use of rippers, together with all boulders and other detached rock each having a volume of 1 cubic meter (**1 cubic yard**) or more, but exclusive of those quantities that are to be paid for separately under the item of rock channel excavation.

s 38.2 The last paragraph in MnDOT 2105.3B Preparation of Embankment Foundation, is revised to read as follows:

Before backfilling depressions within the roadway caused by the removal of foundations, basements, and other structures, the Contractor shall enlarge the depressions as directed by the Engineer.

s 38.3 The first and second sentences in the second paragraph in MnDOT 2105.3D Disposition of Excavated Material, are revised to read as follows:

When the soils are so varied that selection and placement of uniform soils is not practical, the Contractor shall use disks, plows, graders or other equipment to blend and mix suitable soils to produce a uniform soil texture, moisture content and density; except that, all soils that contain 20 percent or more particles passing the 75 um (**#200**) sieve shall be blended, mixed and dried with a disk, within the entire upper 2 meters (**6 feet**) of embankment. The disk shall meet the requirements of 2123 N, Disk Harrow. A disk is also to be used below the upper 2 meters (**6 feet**) of the embankment fill area, if in the opinion of the Engineer, the Contractor is not producing a uniform soil texture.

s 38.4 The fifth paragraph in MnDOT 2105.3D Disposition of Excavated Material, is revised to read as follows:

Peat, muskeg, and other unstable materials that are not to be used in the roadbed embankments shall be deposited in the areas indicated in the Plans or elsewhere as approved by the Engineer. All other material that is considered unsuitable for use in the upper portion of the roadbed shall be placed outside of a 1:1 slope down and outward from the shoulder lines on fills under 10 m (**30 feet**) in height or outside of a 1 vertical to 1.5 horizontal slope

down and outward from shoulder lines on fills over 10 m **(30 feet)** in height, or used to flatten the embankment slopes, or disposed of elsewhere as approved by the Engineer.

s 38.5 The second sentence in the eighth paragraph of MnDOT 2105.3D Disposition of Excavated Material, is revised to read as follows:

No stones exceeding 150 mm **(6 inches)** in greatest dimension will be permitted in the upper 1 m **(3 feet)** of the roadbed embankment.

s 38.6 The fourth to last paragraph in MnDOT 2105.3D Disposition of Excavated Material, which begins with "All combustible debris materials (stumps, roots, logs, brush, etc.) together with all…" is hereby deleted and replaced with the following:

All noncombustible materials other than soils (oversized rock, broken concrete, metals, plastic pipe, etc.) shall be disposed of in accordance with 2104.3C.

s 38.7 The ninth paragraph of MnDOT 2105.5 is hereby deleted and replaced with the following:

If the Proposal fails to include a bid item for rock excavation or rock channel excavation, and material is uncovered that is so classified, excavation of the rock will be paid for separately at the Contract price for common excavation or common channel excavation, plus an additional $26.00 per cubic meter **($20.00 per cubic yard)** . If no bid item is provided for common channel excavation, excavation of materials classified as rock channel excavation will be paid for at the Contract price for common excavation plus an additional $28.00 per cubic meter **($21.50 per cubic yard)**. Such stipulated prices for rock excavation will apply up to a maximum of 200 m3 **(260 cubic yards)** of excavation per item or to such quantity as may be performed by mutual consent prior to execution of an Extra Work agreement.

s 38.8 The eleventh paragraph of MnDOT 2105.5 is hereby deleted and replaced with the following:

(a) That portion of the additional excavation that is removed from below a plane parallel to and 5 m **(15 feet)** below the natural ground surface will be measured in 2 m **(5 foot)** depth zone increments and paid for separately at adjusted unit prices. The adjusted unit price will be equal to the Contract bid price for muck excavation plus $0.39 per cubic meter **($0.30 per cubic yard)** for the additional excavation within the 5-7 m **(15-20 foot)** depth zone and an additional $0.26 per cubic meter **($0.20 per cubic yard**) for each additional 2 m **(5 foot)** increment of depth beyond 7 m **(20 feet).**

s 38.9 Compaction of all embankment construction, including culvert backfills, shall be obtained by the "**Quality Compaction**" method described in MnDOT 2105.3F.

s 38.10 Excess soils and rock not used on the Project shall become the property of the Contractor and shall be disposed of outside of the Right of Way. No direct compensation will be paid for the preparation of an acceptable Disposal Plan or for Off-Project disposal of excess materials. Disposal sites shall be left in a well graded condition with all solid wastes and boulders adequately covered.

s 38.11 No disposal shall occur in those areas defined below as "environmentally sensitive" unless the Contractor can document that: 1) non-sensitive areas are not available; or that 2) the material can be used to benefit an "environmentally sensitive" area. All necessary permits for the disposal operations shall be obtained by the Contractor and approval from the appropriate State and Federal Agencies shall be included in the Contractor's Disposal Plan.

(A) No disposal shall occur in the following "environmentally sensitive" area:

(1) Wetlands, as described in "Wetlands of the United States", Circular 39, published by the U.S. Department of Interior, Fish and Wildlife Service;

(2) 100-year frequency flood plains;

(3) Archaeological or historic sites – See Section S-1701 (LAWS TO BE OBSERVED (CULTURAL RESOURCES - [redacted] FUNDED)) of these Special Provisions for specific requirements;

(4) Areas with stability or settlement problems;

(5) Areas with artesian conditions;

(6) Unique animal or plant communities;

(7) Landscapes or geologic formations with exemplary, unique, rare or threatened/endangered characteristics.

(B) Any environmentally sensitive areas shown in the Plan are approximate only. If it is anticipated that said areas may be affected by disposal site usage and/or any of the Contractor's operations, the Engineer will determine exact limits on an "as needed basis".

(C) Prior to the disposal of any excess grading materials, concrete rubble, bituminous materials, or any other materials requiring disposal, the Contractor shall have on file a written Disposal Plan with written approval by the Engineer. The written Disposal Plan must reflect not only the above requirements, but also the following points:

(1) That legal permission from the property owner has been obtained;

(2) That all required local and county disposal permits have been obtained;

(3) That the MPCA has reviewed and granted permits as necessary for solid waste disposal;

(4) That the disposal area and Plan meet with requirements of the U.S. Fish and Wildlife Service as noted in Executive Order 11990 and Circular 39, as verified by field review. In this regard, the Contractor shall give notice sufficient to permit the Engineer and a representative from the MnDOT Office of Environmental Services to conduct a site review; and

(5) That the limits of the disposal area will be staked by the Contractor so as to accommodate the site review and aid the Contractor in limiting disposal operations so that encroachments do not inadvertently occur.

The Contractor is required to present his/her Disposal Plan in detail at the Pre-construction Conference.

s 38.12 Measurement and Payment

Item No.	Item	Unit
2105.501	COMMON EXCAVATION (P)	C Y

S - 39 (2105) SELECT GRANULAR BORROW MODIFIED

Select Granular Borrow Modified shall be in accordance with the provisions of 2105 and 3149 except as follows:

Granular material shall comply with MnDOT section 3149.2B2 except that in addition not more than 50% of the material shall pass the No. 40 sieve.

Item No.	Item	Unit
2105.522	SELECT GRANULAR BORROW MOD(CV) (P)	C Y

S - 40 (2105) (3877) TOPSOIL BORROW

Topsoil Borrow shall be in accordance with the provisions of 2105 and 3138 except as follows:

Acceptance requirements will be based on the approval of the Engineer, and not by Table 3877-1 or 3877-2.

Item No.	Item	Unit
2105.525	TOPSOIL BORROW (LV) (P)	C Y

S - 41 (2123) EQUIPMENT RENTAL

The provisions of MnDOT 2123 are modified and/or supplemented with the following:

s 41.1 The following is added to MnDOT 2123.3 SPECIFIC REQUIREMENTS:

N Disk Harrow

The disk harrow shall be of sufficient size and mass to manipulate the soils to a depth of approximately 300 mm **[12 inches]** and shall meet the approval of the Engineer.

s 41.2 The following is added to MnDOT 2123.5 BASIS OF PAYMENT:

2123.610 Disk Harrow..... ....hour

S - 42 (2211) AGGREGATE BASE

Aggregate base courses shall be constructed in accordance with the provisions of MnDOT 2211 except as modified below:

s 42.1 **Item 2211.501 "Aggregate Base Class 5"** Shall include the placement of Class 5 or 7C aggregates only. A token quantity has been included in the Contract for the temporary accesses Measurement and payment shall be made at the contract unit price per ton, which shall be compensation in full for all labor, equipment, and materials necessary to complete the work.

s 42.2 **Item 2211.503 "Aggregate Base Class 5"** Shall include the placement of Class 5 or 7C aggregates for the roadway construction. Measurement and payment shall be made at the contract unit price per cubic yard placed, which shall be compensation in full for all labor, equipment, and materials necessary to complete the work.

s 42.3 Compaction shall be achieved by the **"Quality Compaction Method"** described in MnDOT 2211.3C.

s 42.4 The second sentence in MnDOT 2211.1 Description, is revised to read as follows:

The aggregate base shall be produced and placed under the Contractor's quality control program in accordance with the MnDOT Grading and Base Manual.

s 42.5 The last paragraph in MnDOT 2211. 3C2 Quality Compaction Method, is revised to read as follows:

The Engineer may elect to perform density tests as shown in the MnDOT Grading and Base Manual, as needed to assist inspection. The actual density obtained by testing the aggregate base must meet or exceed the requirements shown in 2211.3C1 Specified Density or 2211.3C3 Penetration Index Method in order to be acceptable.

s 42.6 The first sentence in MnDOT 2211.3F1 Gradation Control, is revised to read as follows:

The Contractor and/or aggregate producer shall be responsible for maintaining a gradation control program in accordance with the random sampling acceptance method described in the MnDOT Grading and Base Manual.

s 42.7 MnDOT 2211.3F2(d) under Acceptance Testing is hereby deleted and replaced with the following:

(d) Samples for gradation testing will be taken randomly by the Engineer prior to compaction, in accordance with the random sampling method described in the Grading and Base Manual.

s 42.8 MnDOT 2211.3F2(j) under Acceptance Testing, is revised to read as follows:

(j) One gradation sample will be taken from each sublot and tested. Payment will be based on the average results from the four sublot samples for each specified sieve.

s 42.9 The third paragraph after MnDOT 2211.3F2(k) under Acceptance Testing, is revised to read as follows:

A 5% price reduction will be assessed to both individual or averaged test lots for each test result that fails to meet specified gradations for sieve sizes not listed in Tables 2211-B and 2211-C by more than 2%. These price reductions are cumulative and shall be analyzed both separately and averaged by lot when applicable.

s 42.10 Table 2211-B in MnDOT 2211.3F2 Acceptance Testing, is hereby deleted and replaced with the following:

Table 2211-B

AGGREGATE BASE PAYMENT SCHEDULE

(4 Sublots/4 Samples)

% Passing Outside Specified Limits*		
4.75 mm **(#4)**, 2.00 mm **(#10)**, and 425 µm **(# 40)** Sieves	75 µm **(#200)** Sieve	Acceptance Schedule (Price Reduction)
1	0.1	5%
----------	0.2	6%
----------	0.3	9%
----------	0.4	11%
----------	0.5	14%
2	0.6	15%
> 2	> 0.6	Corrective Action

*Based on average of 4 tests
Price reductions for more than one failing sieve size shall be cumulative. The compensation due to the Contractor for the quantity of material represented by the failing test results shall be reduced by the sum of the respective percentages.
The Contractor does not have the option of taking a price reduction in lieu of complying with the Specifications.

s 42.11 The following is added to Table 2211-C in MnDOT 2211.3F2 Acceptance Testing:

Substantial compliance will be applied to no more than one test failure. Substantial compliance will be eliminated when two or more test failures occur and test failures meeting substantial compliance will be subject to the next higher price reduction. One sieve failure = one test failure. Test failures for each material type will be treated separately.

s 42.12 The following is added to Table 2211-D in MnDOT 2211.3F2 Acceptance Testing:

Substantial compliance will be applied to no more than one test failure. Substantial compliance will be eliminated when two or more test failures occur and test failures meeting substantial compliance will be subject to the next higher price reduction. Test failures for each material type will be treated separately.

s 42.13 Basis of Payment

All costs incurred by the Contractor for furnishing and installing Aggregate Base shall be incidental to other work.

Item No.	Item	Unit
2211.501	AGGREGATE BASE CLASS 5	TON
2211.503	AGGREGATE BASE (CV) CLASS 5 (P)	C Y

S - 43 (2301) CONCRETE PAVEMENT

MnDOT 2301 is hereby deleted from the MnDOT Standard Specifications and replaced with the attached **(2301 Concrete Pavement) Specification**:

s 43.1 Adjustment of water valve boxes to finish grade and installing City furnished survey monument castings shall be considered incidental to the paving and no separate payment will be made therefore.

s 43.2 Concrete shall be cured by the use of membrane curing compound meeting the requirements of MnDOT 3754 AMS, and shall be considered incidental.

s 43.3 All Joint sealant shall conform to 3723, Concrete Joint and Crack Sealer (Hot-Poured Elastic Type Sealant). The location of transverse joints may be adjusted in the field by the Engineer. An increase in the number of transverse joints of up to 5% compared to the number shown on the plans, shall be considered incidental to concrete paving.

s 43.4 Immediately following the paver, the surface shall be straight-edged with a minimum of 10 feet long, straight-edge to remove irregularities and score marks.

s 43.5 Transverse metal-tine finishing will not be required.

s 43.6 **Item 2301.501 "Concrete Pavement"** Shall include all labor, equipment and materials to construct the standard concrete pavement included in the plans, including the colored concrete crosswalks. The cost to furnish and supply concrete to the site shall be paid for separately. All other costs associated with the concrete pavement construction shall apply to this bid item. Payment for porous concrete shall be included under a separate bid item.

s 43.7 **Item 2301.513 "Structural Concrete HE"** provides for a token quantity of high-early strength concrete. High-early concrete shall be used at driveways and other areas as directed by the Engineer to minimize disruptions, and not subject to the provisions of 1903. This item provides for the cubic yard volume of high-early strength concrete to be furnished and installed on the project. The actual use of high-early strength concrete will be based on the approved construction staging plan and traffic control plan.

s 43.8 **Item 2301.511 "Structural Concrete"** Shall include the cubic yard volume of standard concrete to be furnished and installed for the other areas of the project, as noted in the plans.

s 43.9 **Item 2301.529 "Reinforcement Bars (Epoxy Coated)"** provides payment for No 4 (#13) epoxy coated tie-bars used on longitudinal pavement joints, for No 6 (#18) epoxy coated reinforcing bars used at dead-end joints and payment for No. 4 (#13) epoxy coated reinforcing bars to be used at the colored sidewalk bands, as indicated in the Streetscaping Detail sheets. Payment for typical reinforcement bars around castings, as shown on the plans, shall be considered incidental to the concrete paving, and no separate payment will be made therefor.

s 43.10 **Item 2301.538 "Dowel Bars"** is provided for the doweled transverse joints. Payment for dowel bars at the bid price shall be compensation in full for all costs associated to furnishing and placing dowels at the transverse joints.

s 43.11 MnDOT 2301.2A is hereby deleted and replaced with the following:

A Concrete 2461

A1 Incentives/Disincentives

This Contract **does not include** concrete aggregate quality incentive/disincentive provisions.

s 43.12 MnDOT 2301.2A7a(3) Coarse Aggregate Gradation is replaced as follows:

All coarse aggregate for concrete pavement shall meet the gradation requirements of MnDOT 3137 CA-50.

Item No.	Item	Unit
2301.501	CONCRETE PAVEMENT	S Y
2301.511	STRUCTURAL CONCRETE	C Y
2301.513	STRUCTURAL CONCRETE HE	C Y
2301.529	REINFORCEMENT BARS (EPOXY COATED)	LB
2301.538	DOWEL BAR	EACH
2301.545	CONCRETE CORING	EACH

S - 44 (2301) DRILL & GROUT DOWEL BARS (EPOXY COATED)

Construction shall be in accordance with the provisions of MnDOT 2301, 3302 and these Special Provisions:

Furnish and install smooth, 1" diameter dowel bars, 18-inches in length, as shown on the plans. Drill with an approved jig. Place dowel with an approved non-shrink grout. Coat free end with a form coating material meeting Spec. 3902.

Bars shall be installed 9 inches into existing pavement.

Dowel bars shall be per 3302 and be epoxy coated.

Payment will be made under Item DRILL & GROUT DOWEL BAR (EPOXY COATED) and shall include compensation for all labor, materials and equipment necessary to furnish bars and install them into the existing pavement.

Item No.	Item	Unit
2301.602	DRILL & GROUT DOWEL BAR (EPOXY COATED)	EACH

S - 45 (2301) DRILL AND GROUT REINFORCEMENT BARS (EPOXY COATED)

Construction shall be in accordance with the provisions of MnDOT 2301, 3301 and these Special Provisions:

Furnish and install No. 13 reinforcing tie bars, 18-inches in length, as shown on the plans. Place reinforcement with an approved non-shrink grout.

Bars shall be installed 9 inches into existing pavement.

Measurement will be made by the weight of reinforcement bars that are furnished, installed, and grouted in place as specified. Payment will be made under DRILL & GROUT REINF BAR (EPOXY COATED) at the Contract bid price per kilogram [**pound**], which shall be payment in full for all costs incidental thereto.

Item No.	Item	Unit
2301.608	DRILL & GROUT REINF BARS (EPOXY COATED)	LB

S - 46 (2357) BITUMINOUS MATERIAL FOR TACK (2013 VERSION)

The provisions of MnDOT 2357 are hereby deleted and replaced with the following:

s 46.1 Description

This work consists of applying bituminous material (emulsion or cutback asphalt) on a bituminous or concrete pavement prior to paving a new lift of Plant Mixed Asphalt.

s 46.2 Materials

A Bituminous Material.....3151

The bituminous material for tack coat will be limited to one of the following kinds of emulsified asphalt. Use of medium cure cutback asphalt (MC-250) is allowed during the early and late construction season when it is anticipated the air temperature may drop below 32 degrees Fahrenheit.

Allowable grades are as follows:

AASHTO 208 Dilution of the emulsion to 7 parts emulsion to 3 parts water is only allowed by the supplier. **No field dilution is allowed.** The storage tank for diluted emulsion must have a recirculation system or agitator that will prevent settlement or separation of the material.

Table 2357-1-- Residual Asphalt Content	
	Minimum Residual Asphalt Content

Emulsion	Undiluted	Diluted (7:3)
CSS-1 or CSS-1h	57%	40%

Cutback Asphalt

Medium Cure Liquid Asphalt..... MC-250

Only Certified Sources are allowed for use. MnDOT's Certified Source List is located at the following link: http://www.dot.state.mn.us/products/index.html.

s 46.3 Construction Requirements

A Restrictions

Conduct tack coat operations in a manner that offers the least inconvenience to traffic. Maintain movement in at least one direction at all times without pickup or tracking of the bituminous material.

Do not apply the tack coat when the road surface or weather conditions are unsuitable as determined by the Engineer. Limit the daily application of tack coat to approximately the area on which construction of the subsequent bituminous course can reasonably be expected to be completed that day.

B Equipment

Apply the bituminous material with a distributor meeting the requirements of 2360.3.B.2.d.

C Road Surface Preparations

At the time of applying bituminous tack coat material, the road surface shall be dry and clean and all necessary repairs or reconditioning work shall have been completed as provided for in the Contract and approved by the Engineer.

All objectionable foreign matter on the road surface shall be removed and disposed of by the Contractor as the Engineer approves.

Preparatory to placing an abutting bituminous course, the contact surfaces of all fixed structures and the edge of the in-place mixture in all courses at transverse joints and in the wearing course at longitudinal joints shall be given a uniform coating of liquid asphalt or emulsified asphalt, applied by methods that will ensure uniform coating.

D Application of Bituminous Tack Coat Material

Apply the bituminous tack coat material to a dry and clean roadway surface. All necessary repairs or reconditioning must have been completed as provided for in the Contract and approved by the Engineer.

Remove all foreign matter on the road surface before applying tack coat and dispose of as approved by the Engineer.

Before placing an abutting bituminous course, provide a uniform coating of liquid asphalt or emulsified asphalt to the contact surfaces of all fixed structures and at the edge of the in-place mixture in all courses at transverse joints and in the final wearing course at longitudinal joints.

D Application of Bituminous Tack Coat Material

Unless otherwise indicated in the Plans or provisions, apply the bituminous tack coat material within the application rates shown below in Table 2357.3-D as based on pavement type or condition and type of bituminous material. **Dilution of asphalt emulsion in the field is not allowed.**

All tack must break, turn from brown to black, before paving the subsequent lift or course. Do not allow vehicles to drive on tack that has not broken.

Apply a uniform tack coat to the existing asphalt or concrete surface and to the surface of each course or lift constructed, except for the final course or lift. Tack each lift when placing multiple lifts in the same day. Uniform application will not have streaks (corn rows), bare spots, puddles, or other irregular patterns. The Engineer will compare the freshly sprayed emulsion to a brown sheet of construction paper or a black sheet of construction paper for broken tack to determine conformance with tack application uniformity.

Using a distance of 1,000 feet [300 meter] perform a yield check at the beginning of each project to verify the application rate is correct. The Engineer may require additional yield checks be performed if the application rate is questioned.

The Engineer may also require the Contractor to verify application is within 10% of the intended application rate by ASTM D 2995 test method A.

Table 2357-2
Tack Coat Application Rates

	Application Rates -- gallons/square yard **[liters/square meter]**		
Surface Type	Undiluted Emulsion	Diluted Emulsion (7:3)[1]	MC Cutback[2]
New Asphalt	0.05 to 0.07**[0.23 to 0.32]**	0.08 to 0.10 **[0.36 to 0.45]**	0.05 to 0.07 **[0.23 to 0.32]**
Old Asphalt[3] and PCC	0.08 to 0.10 **[0.41 to 0.50]**	0.13 – 0.15 **[0.59 to 0.68]**	0.09 to 0.11 **[0.41 to 0.50]**
Milled Asphalt and Milled PCC	0.07 to 0.11 **[0.41 to 0.50]**	0.10 – 0.13 **[0.45 to 0.59]**	0.09 to 0.11 **[0.41 to 0.50]**

1- As provided by the asphalt emulsion supplier
2- Use when approved by the Engineer
3- Older than 1 year

E Bituminous Temperature

The application temperature of the bituminous material will be:

CSS-1, CSS-1H ..... 70 to 160° F **(21 to 71°C)**
MC-250 ..... 165 to 220° F **(74 to 104°C)**

F Bituminous Sampling

Sample asphalt emulsion from either the spigot or a nozzle on the distributor according to the schedule of materials control.

G Pedestrian Crossings

Spread sand on newly tacked surfaces at regularly utilized and open for public use pedestrian crossings.

H Acceptance of Tack Material

Assess a monetary deduction of 5% of the mix price for failures related to 3151 or workmanship/application, as determined by the Engineer. The basis of measurement for deficiencies related to material and workmanship/application is full with of the lane by station.

s 46.4 Method of Measurement

A. Bituminous Material

Bituminous material used for tack coat will be measured by volume at 15°C **(60° F).**

s 46.5 Basis of Payment

All costs of furnishing and applying bituminous tack coat material will be incidental with no direct compensation being made therefore.

S - 47 (2360) PLANT MIXED ASPHALT PAVEMENT (LOCAL AGENCY) (2013 VERSION (REV. 1/23/13))

MnDOT 2360 is hereby deleted from the MnDOT Standard Specifications and replaced with the attached **2360 (Plant Mixed Asphalt Pavement) Specification**.

s 47.1 Mix Designation Numbers for the bituminous mixtures on this Project are as follows:

Side Roadways, Trails and Driveways:	
TYPE SP 9.5 WEARING COURSE MIX (2,B)	SP WE A 2 30 B
TYPE SP 12.5 NON WEAR COURSE MIX (2,B)	SP NW B 2 30 B
Broadway:	
TYPE SP 12.5 WEARING COURSE MIX (3,E)	SP WE B 3 40 E
TYPE SP 12.5 NON WEAR COURSE MIX (3,B)	SP NW B 3 30 B

s 47.2 The sentence "In addition to the list the above pavement surface must meet requirements of 2399 (Pavement Surface Smoothness) requirements." is deleted from **2360.3.E Surface Requirements** of the attached **2360 (Plant Mixed Asphalt Pavement) Specification**. The requirements of 2360.3.E Surface Requirements **will** apply.

s 47.3 **2360.3 D Compaction:** All compaction shall be by the **Ordinary Compaction Method** as described in 2360.3.D.2.

s 47.4 The first paragraph of 2360.3.D.1 of the attached 2360 (Plant Mixed Asphalt Pavement) Specification is hereby deleted and replaced with the following:

D.1 Maximum Density

Compact the pavement to at least the minimum required maximum density values in accordance with Table 2360 19, "Required Minimum Lot Density (Mat)".

s 47.5 Table 2360-20 Longitudinal Joint Density Requirement of the attached 2360 (Plant Mixed Asphalt Pavement) Specification is hereby deleted.

s 47.6 2360.3.D.1.h Mat Density Cores of the attached 2360 (Plant Mixed Asphalt Pavement) Specification is hereby deleted and replaced with the following:

D.1.h Mat Density Cores

Obtain four cores in each lot. Take two cores from random locations as directed by the Engineer. Take the third and fourth cores, the companion cores, within 1 ft [0.3 m] longitudinally from the first two cores. Submit the companion cores to the Engineer immediately after coring and sawing. If the random core location falls on an unsupported joint, at the time of compaction, (the edge of the mat being placed does not butt up against another mat, pavement surface, etc.) cut the core with the outer edge of the core barrel 0.3 meters [1 foot] away (laterally) from the edge of the top of the mat (joint). If the random core location falls on a confined joint (edge of the mat being placed butts up against another mat, pavement surface, curb and gutter, or fixed face), cut with the outer edge of the core barrel 150 mm ± 12.5 mm [6 inches ± 0.5 inch] from the edge of the top of the mat (ex. center of 100 mm [4 inch] core barrel 200 mm ± 12.5 mm [8 ± 0.5 inches] from the edge of the top of the mat). Cores will not be taken within 300 mm [1 foot] of any unsupported edge. The Contractor is responsible for maintaining traffic, coring, patching the core holes, and sawing the cores to the paved lift thickness before density testing.

The Engineer may require additional density lots to isolate areas affected by equipment malfunction, heavy rain, or other factors affecting normal compaction operations.

s 47.7 **2360.3.D.1.j Companion Core Testing** of the attached **2360 (Plant Mixed Asphalt Pavement) Specification** is hereby deleted and replaced with the following:

The Department will select at least one of the two companion cores per lot to test for verification.

s 47.8 **2360.3.D.1.n Longitudinal Joint Density** of the attached **2360 (Plant Mixed Asphalt Pavement) Specification** is hereby deleted.

s 47.9 **2360.3.D.1.p Shoulders** of the attached **2360 (Plant Mixed Asphalt Pavement) Specification** is hereby deleted.

s 47.10 **Table 2360-24 Payment Schedule for Longitudinal Joint Density (SP Non-Wear and SP Shoulders, 4% Void)** of the attached 2360 (Plant Mixed Asphalt Pavement) Specification is hereby deleted.

s 47.11 Table 2360-25 Payment Schedule for Longitudinal Joint Density (SP Non-wear and SP Shoulders, 3% Void) of the attached 2360 (Plant Mixed Asphalt Pavement) Specification is hereby deleted.

s 47.12 2360.3.D.1.r Pay Factor Determination of the attached 2360 (Plant Mixed Asphalt Pavement) Specification is hereby deleted.

s 47.13 Basis of Payment

Payment for plant mixed asphalt surface will be made on the basis of the following schedule:

Item No.	Item	Unit
2360.501	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON

2360.501	TYPE SP 12.5 WEARING COURSE MIX (3,E)	TON
2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (2,B)	TON
2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (3,B)	TON

S - 48 (2503-6) SANITARY SEWER

This work shall consist of furnishing and installing polyvinyl chloride (PVC) pipe and fittings in accordance with the Plans, and in accordance with The City of Rochester Standards for Street Construction.

s 48.1 **Maintenance of Service**

Disruption of Sanitary flows during the construction of this project shall be kept to a minimum and considered incidental to the project.

Services shall not be disrupted for more than 4 hours. All service connection work will be accomplished and coordinated with the residences and businesses served. This may require temporary bypasses in these areas.

The City of Rochester and all affected property owners and residents shall be notified a minimum of 48 hours prior to disruption of service.

If the Contractor sequences the project so bypassing pumping is required the following provisions shall be followed. The Contractor shall submit a plan detailing the necessary bypasses needed for each stage of construction. Bypass pumping and piping, temporary wiring, and all other items are the responsibility of the Contractor. Contractor shall be responsible for setting up and maintaining bypass pumping operations.

s 48.2 **Abandon Pipe Sewer** shall include plugging the remaining pipe ends with concrete and filling the entire line with sand or a lean concrete mix, measured by length along the line of pipe regardless of diameter. Terminal points of measurement will be the point of connection with inplace pipe; the center of manholes; the point of centerline intersections at branch fittings; or the point of juncture with other appurtenances or units as defined.

s 48.3 **Connect into Existing Sewer** will be made by the number of connections constructed as specified. Payment will be at the Contract bid price per each, which shall be compensation in full for all costs incidental thereto, including but not limited to, all materials and labor necessary to connect the proposed sewer. Any damage caused to the existing sewer pipe shall be repaired at no expense to the Department and to the satisfaction of the Engineer.

s 48.4 **Sewer pipe** of each design designation will be measured by length along the line of pipe. Terminal points of measurement will be the point of connection with inplace pipe; the center of manholes; the point of centerline intersections at branch fittings; or the point of juncture with other appurtenances or units as defined

s 48.5 **Disconnect/Reconnect to existing Sanitary Sewer Service**, the need may occur depending on line and grade of other utilities on the project. This work shall be measured by the each and shall include all materials needed to remove and replace the existing sewer service including but not limited to: excavation, bedding, backfill, __" Alternate Pipe Sewer and connections to inplace sewer service line.

s 48.6 **Sanitary Sewer Manholes and Risers** shall be constructed according the City of Rochester Detail Plate.

s 48.7 **Structures** of each design will be measured by number of each constructed complete-in-place, including the base, waterproofing, and castings as required, for the depth increments as stated in the proposal. Payment for constructing manholes at the appropriate Contract prices will be compensation in full for all costs of the work.

s 48.8 **Adjust Frame and Ring** Manholes to be adjusted from existing to proposed street elevation that can be accommodated by the addition or removal of adjusting rings, with a maximum of 12" of adjusting rings allowable, shall be considered under the pay item "Adjust Frame and Ring" and paid for accordingly.

s 48.9 **Casting Assembly** of each design will be measured by number of each installed. Payment for Casting Assembly at the appropriate Contract prices will be compensation in full for all costs of the work. This work includes, but is not limited to removing the existing casting and adjusting rings, furnishing and installing the new

waterproofing, casting, and adjusting rings, according to the detail plate, set to the new elevation on the existing structure.

s 48.10 **Reconstruct Manhole** Manholes to be reconstructed complete-in-place, including the barrel section, **waterproofing**, and castings as required, from existing to proposed street elevation that cannot be accommodated by the addition or removal of adjusting rings, or those manholes to be adjusted over 12" shall be considered under the pay item "Reconstruct Manholes".

s 48.11 **Basis of Payment**

Trenching, Bedding, Encasement, Waterproofing, and Backfill material for each type of pipe shall be according to the manufacturers' recommendations for pipe installations in a roadway section or T100, whichever is more stringent. All costs of furnishing and placing the pipe installation materials shall be considered incidental to the installation of the pipe.

ITEM	DESCRIPTION	UNIT
2503.511	12" DUCTILE IRON PIPE SEWER	L F
2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH
2503.603	8" PVC PIPE SEWER	L F
2504.604	4" POLYSTYRENE INSULATION	S Y
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 3-4	EACH
2506.516	CASTING ASSEMBLY	EACH
2506.522	ADJUST FRAME & RING CASTING	EACH
2506.602	RECONSTRUCT MANHOLES	EACH

S - 49 (S100 & 2501-6) STORM SEWER

This work consists of constructing storm sewers in accordance with the applicable MnDOT Standard Specifications and in accordance with The City of Rochester Standards for Street and Utility Construction:

s 49.1 **Sewer pipe and aprons** of each design designation will be measured by length along the line of pipe or each. Terminal points of measurement will be the pipe end at free outlets; the point of connection with inplace pipe; the center of manholes or catch basins; the point of centerline intersections at branch fittings; or the point of juncture with other appurtenances or units as defined

s 49.2 **Casting Assembly** of each design will be measured by number of each installed. Payment for Casting Assembly at the appropriate Contract prices will be compensation in full for all costs of the work. This work includes, but is not limited to removing the existing casting and adjusting rings, furnishing and installing the new casting with adjusting rings set to the new elevation on the existing structure.

s 49.3 **Adjust Drainage Structure** Manholes to be adjusted from existing to proposed street elevation that can be accommodated by the addition or removal of adjusting rings, with a maximum of 12" of adjusting rings allowable, shall be considered under the pay item "Adjust Drainage Structure" and paid for accordingly.

s 49.4 **Adjust Frame and Ring** Catch Basins to be adjusted from existing to proposed street elevation that can be accommodated by the addition or removal of adjusting rings, with a maximum of 12" of adjusting rings allowable, shall be considered under the pay item "Adjust Frame & Ring Casting" and paid for accordingly.

s 49.5 **Reconstruct Drainage Structure** Structures to be adjusted from existing to proposed elevation that cannot be accommodated by the addition or removal of adjusting rings, or those manholes to be adjusted over 12" shall be considered under the pay item "Reconstruct Drainage Structure" and paid for accordingly.

s 49.6 **Construct Drainage Structure Design Spec** ___ of each design will be measured by number of each constructed complete-in-place, including the base, casting and protective coating as required, for the type structure stated in the proposal. Payment for constructing structures at the appropriate Contract prices will be compensation in full for all costs of the work.

Protective Coating shall be installed by a Licensed or Certified Contractor performing the special work. The liner shall conform to the physical requirements of:

- ASTM D- 412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers—Tension,

The final liner material shall be made no less than 170 mils thick (brushed) or 80 mils thick (sprayed).

Standard **2x3 Catch basins** up to 6ft deep shall be fully lined.

Catch basin/Manholes shall be lined from the casting through the precast top slab.

s 49.7 **Connect into Existing Drainage Structure** will be made by the number of connections constructed as specified. Payment will be at the Contract bid price per each, which shall be compensation in full for all costs incidental thereto, including but not limited to, all materials and labor necessary to connect the proposed drainage structure to the existing storm sewer pipe. Any damage caused to the existing storm sewer pipe shall be repaired at no expense to the Department and to the satisfaction of the Engineer.

s 49.8 **Connect into Existing Sewer** will be made by the number of connections constructed as specified. Payment will be at the Contract bid price per each, which shall be compensation in full for all costs incidental thereto, including but not limited to, all materials and labor necessary to connect the proposed sewer. Any damage caused to the existing sewer pipe shall be repaired at no expense to the Department and to the satisfaction of the Engineer.

s 49.9 **Basis of Payment**

Trenching, Bedding, Encasement and Backfill material for each type of pipe shall be according to the manufacturers' recommendations for pipe installations in a roadway section or T100, whichever is more stringent. All costs of furnishing and placing the pipe installation materials shall be considered incidental to the installation of the pipe.

Item No.	Item	Unit
2501.515	24" RC PIPE APRON	EACH
2502.521	12" PVC PIPE DRAIN	L F
2503.511	__" RC PIPE SEWER CLASS ___	L F
2503.571	INSTALL PIPE SEWER	L F
2503.602	CONNECT TO EXISTING STORM SEWER	EACH
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL	EACH
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC __	EACH
2506.602	CONNECT INTO EXISTING MANHOLE	EACH

S - 50 (2504 & W200) WATERMAIN

This work shall consist of providing all labor, equipment, and materials to construct the watermain. All work shall be done in accordance with The City of Rochester Standards for Street Construction.

s 50.1 Maintenance of Service

Disruption of watermain flows during the construction of this project shall be kept to a minimum and considered incidental to the project.

All watermain disruptions shall be coordinated with City of Rochester Public Utilities.

Services shall not be disrupted for more than 4 hours. All service connection work will be accomplished and coordinated with the residences and businesses served. This may require temporary service connections in these areas.

The City of Rochester Public Utilities and all affected property owners and residents shall be notified a minimum of 48 hours prior to disruption of service.

s 50.2 Temporary Water System

The Contractor is required to provide a temporary water system during and incidental to the project. The temporary water system shall be phased in such a way that the residents will not remain on temporary water for the duration of the project.

All temporary piping shall meet the requirements of the Minnesota Department of Health and the National Sanitation Foundation Standard 61.

The Contractor is not allowed to provide temporary water service by connecting houses together with garden hoses. The temporary water system shall pass a bacteriological test in accordance with AWWA C 651, prior to the system being put into service each time it is set up. The temporary water system shall be connected to the houses via hose bibs. The residents should have new shut off valves inside their houses that can be turned off. If house doesn't have new shut off valve, contact RPU to resolve. If the hose bib has a back flow preventer, the Contractor shall remove and replace the hose bib.

s 50.3 **Hydrants** shall be constructed according to section W200 and the detail plate. Hydrant installation will be measured by the number of hydrants installed complete with gate valve and housing as specified. Payment will be made at the Contract bid price per each, which shall be compensation in full for all costs incidental thereto including, but not limited to any additional water leads, drain pits, concrete blocking, extensions, risers or fittings necessary to complete the new installation.

s 50.4 **4-12" Gate Valve and Box** shall be constructed according to section W200 and the detail plate. Measurement will be made by the number of valves and boxes installed as specified. Payment will be made at the Contract bid price per each, which shall be compensation in full for all costs incidental thereto to install the valve and box complete and inplace.

s 50.5 **4-12" Watermain** shall be constructed according to section W200 and the detail plate. Measurement shall be by the linear foot. This work includes, but is not limited to all materials necessary maintain service, excavation, bedding and backfill necessary to install the watermain.

s 50.6 Basis of Payment

Trenching, Bedding, Encasement and Backfill material for each type of pipe shall be according to the manufacturers' recommendations for pipe installations in a roadway section or T100, whichever is more stringent. All costs of furnishing and placing the pipe installation materials shall be considered incidental to the installation of the pipe.

Item No.	Item	Unit
2504.602	HYDRANT	EACH
2504.602	INSTALL HYDRANT	EACH
2504.602	6-12" GATE VALVE AND BOX	EACH
2504.603	6-12" WATERMAIN DUCTILE IRON CL 52	L F
2504.604	4" POLYSTYRENE INSULATION	S Y
2504.608	WATERMAIN FITTINGS	LB

S - 51 (2503-4 & C150) SERVICE CONNECTIONS

This work shall consist of providing all labor, equipment, and materials to construct the service connection. All work shall be done in accordance with The City of Rochester Standards for Street Construction.

s 51.1 Maintenance of Service

A. Sanitary

Disruption of Sanitary flows during the construction of this project shall be kept to a minimum and considered incidental to the project.

Services shall not be disrupted for more than 4 hours. All service connection work will be accomplished and coordinated with the residences and businesses served. This may require temporary bypasses in these areas. If the Contractor sequences the project so bypassing pumping is required the following provisions shall be

followed. The Contractor shall submit a plan detailing the necessary bypasses needed for each stage of construction. Bypass pumping and piping, temporary wiring, and all other items are the responsibility of the Contractor. Contractor shall be responsible for setting up and maintaining bypass pumping operations. Contractor shall coordinate bypassing plan with Owner.

The City of Rochester and all affected property owners and residents shall be notified a minimum of 48 hours prior to disruption of service.

B. Water

Disruption of watermain flows during the construction of this project shall be kept to a minimum and considered incidental to the project.

All watermain disruptions shall be coordinated with City of Rochester Public Utilities.

Services shall not be disrupted for more than 4 hours. All service connection work will be accomplished and coordinated with the residences and businesses served. This may require temporary service connections in these areas.

The City of Rochester Public Utilities and all affected property owners and residents shall be notified a minimum of 48 hours prior to disruption of service, no exceptions.

s 51.2 Materials

All materials for sanitary sewer services shall be as indicated on the plans or standards.

Bedding and encasement requirements shall conform to gradation CA3 in areas of high water table, and to Mn/DOT Class 5 in all other areas. When in water table, geotextile fabric shall be furnished and installed over the bedding and encasement as an incidental item.

s 51.3 Construction Requirements

All copper tubing shall be cut with a tubing cutter that is in good condition. Cuts shall be square and the inside of the pipe shall be reamed.

Embedment or encasement limits shall conform to that specified for sanitary sewer. See City specification T-100.307. Compacted Trench Backfill shall be required.

The Contractor shall verify all service connections, or reconnections with the Owners of the adjacent property and City to ensure all service connections are replaced or properly abandoned, before beginning service connection work.

The Contractor shall be required to coordinate service line work with any other private plumbing contractors who may need to enter the site to perform work from the boulevard to the house.

s 51.4 **Disconnect/Reconnect Existing Sewer Service**, Reconnect Sewer Services shall be measured by physical count (each). They shall include all materials, equipment and labor needed to needed to reconnect the sanitary sewer service, as shown in the Plans. Bid item includes but is not limited to: sleeves, wye, tee, bends and up to **8 feet** of new service, regardless of service size, (generally 4-6" services), for each reconnection. Service sizes if shown on the plans are approximate and no additional compensation will be made if services are of a different size.

s 51.5 **Reconstruct Existing Sewer Service**, Reconstruct Sewer Services shall be measured by physical count (each). They shall include all materials, equipment and labor needed to reconstruct the sanitary sewer service to the boulevard, unless otherwise shown in the Plans. Bid item includes but is not limited to: sleeves, wye, tee, bends, **risers**, and up to **20 feet** of new service regardless of service size, (generally 4-6" services), for each reconstruction. Service sizes if shown on the plans are approximate and no additional compensation will be made if services are of a different size.

s 51.6 **Reconnect Water Service,** Reconnect Water Services shall be measured by physical count (each). They shall include all materials, equipment and labor needed to needed to reconnect the water service, as shown in the Plans. Bid item includes but is not limited to: corporation stop, and up to **8 feet** of new service regardless of service size, (generally 1" services), for each reconnection. Service sizes if shown on the plans are approximate and no additional compensation will be made if services are of a different size.

s 51.7 Measurement and Payment

Item No.	Item	Unit
2504.602	RECONNECT WATER SERVICE	EACH

S - 52 (2521) CONCRETE WALK (2012 VERSION (REV 1/18/12))

Concrete walk shall be performed in accordance with the provisions of MnDOT Section 2521 Rochester Detail Plate 2-13&14, and the following:

s 52.1 **Aggregate**s for Concrete Walk and pedestrian ramps

The Contractor shall place a minimum of **4 inches** of compacted CA-3 or aggregate base Class 2, 5 or 7C (in compliance with MnDOT 3137, and/or 3138), under all concrete walks constructed as an incidental expense to the walk.

s 52.2 **Item 2521.501 "__" Concrete Walk"** is provided for all sidewalk along the project corridor, excluding pedestrian ramps, driveways, exposed aggregate, and colored sidewalk areas.

s 52.3 **Item 2521.501 "__" Concrete Walk-Exposed Aggregate"** when called for, Concrete Mix No. 3A36EX shall be used.

s 52.4 MnDOT 2521.3C3 is hereby modified to include the following provision:

After completing final finishing operations, cure all exposed concrete surfaces. Use one of the following curing methods:

(1) Place the membrane curing compound conforming to 3754 or 3755 within 30 minutes of concrete placement or once the bleed water has dissipated, unless the Engineer directs otherwise in accordance with 2521.3.E.1.a. Place the membrane curing compound on the edges within 30 minutes after permanent removal of the forms or curing blankets, unless the Contract requires otherwise.

(2) Place plastic curing blankets or completely saturated burlap curing blankets as soon as practical without marring the surface in accordance with 2521.3.E.1.b.

Failure to comply with these provisions will result in the Engineer applying a monetary deduction in accordance with 1503. When there is not a separate Contract unit price for Structural Concrete, the Department will apply a monetary deduction of $50.00 per cu. yd [$65.00 per cu. m] or 50 percent of the Contractor-provided invoice amount for the concrete in question, whichever is less.

Whenever weather conditions are such as to cause unusual or adverse placing and finishing conditions, expedite the application of a curing method or temporarily suspend the mixing and placing operations, as the conditions require.

If necessary to remove the coverings to saw joints or perform other required work, and if the Engineer approves, remove the covering for the minimum time required to complete that work.

C3a Curing Methods

C3a(1) Membrane Curing Method

Before application, agitate the curing compound as received in the shipping container to obtain a homogenous mixture. Protect membrane curing compounds from freezing before application. Handle and apply the membrane curing compound in accordance with the manufacturer's recommendations.

Apply the curing compound with an approved airless spraying machine in accordance with the following:

(1) At a rate of 1 gal per 150 sq. ft (1 L per 4 m^2) of surface curing area.

(2) Apply homogeneously to provide a uniform solid white opaque coverage on all exposed concrete surfaces (equal to a white sheet of typing paper). Some MnDOT approved curing compounds may have a base color (i.e. yellow) that cannot comply with the above requirement. In this case, provide a uniform solid opaque consistency meeting the intent of the above requirement.

(3) If the curing compound is damaged during the curing period, immediately repair the damaged area by re-spraying.

The Engineer will approve the airless spraying machine for use if it is equipped with the following:

(1) A re-circulating bypass system that provides for continuous agitation of the reservoir material,

(2) Separate filters for the hose and nozzle, and

(3) Multiple or adjustable nozzle system that provides for variable spray patterns.

If the Engineer determines that the initial or corrective spraying may result in unsatisfactory curing, the Engineer may require the Contractor to use the blanket curing method, at no additional cost to the Department.

C3a(2) Curing Blanket Method

After completion of the finishing operations and without marring the concrete, cover the concrete with curing blankets. Install in a manner that envelops the exposed concrete and prevents loss of water vapor. After the concrete has cured, apply membrane curing compound to the concrete surfaces that will remain exposed in the completed work.

C3b Protection Against Rain

Protect the concrete from damage due to rain. Have available, near the site of the work, materials for protection of the edges and surface of concrete. Should any damage result, the Engineer will suspend operations until the Contractor takes corrective action and may subject the rain-damaged concrete to 1503 and 1512.

C3c Protection Against Cold Weather

If the national weather service forecast for the construction area predicts air temperatures of 36 °F [1 °C] or less within the next 24 h and the Contractor wishes to place concrete, submit a cold weather protection plan.

Protect the concrete from damage including freezing due to cold weather. Should any damage result, the Engineer will suspend operations until corrective action is taken and may subject the damaged concrete to 1503 and 1512.

C3c(1) Cold Weather Protection Plan

Submit proposed time schedule and plans for cold weather protection of concrete in writing to the Engineer for acceptance that provides provisions for adequately protecting the concrete during placement and curing. Do not place concrete until the Engineer accepts the cold weather protection plans.

s 52.5 MnDOT 2521.3E is hereby deleted and replaced with following:

E Backfilling

Protect newly placed concrete from damage by adjacent vibratory or backfilling operations for a minimum of 24 hours. Perform vibratory operations and backfilling 72 hours after placing the concrete or after the concrete reaches a compressive strength of at least 3,000 psi [**20.7 Mpa**]. The Engineer will cast, cure, and test the concrete control specimens in accordance with 2461.3G5. If damage results from any of these operations the Engineer will suspend all operations until corrective action is taken and a new method is approved. The Engineer may subject damaged concrete to 1503 and 1512.

The Contractor may hand operate concrete consolidation equipment and walk behind vibratory plate compactors 24 hours after placing the concrete, and other equipment as approved by the Engineer in conjunction with the Concrete Engineer.

After curing, backfill or perform embankment construction to the elevations shown on the plans, without damaging the concrete. Use suitable grading materials from the excavation for backfill material in accordance with 2105, unless otherwise required by the Contract. Place and compact the backfill material in accordance with 2105.

Dispose of surplus excavated materials in accordance with 2105.

s 52.6 Measurement for concrete walk will be made by the top surface area in square feet as specified. The measurement will be taken from the outer most edge of the concrete walk. Payment will be made under Item 2521.501 (__" CONCRETE WALK) at the Contract bid price per square foot, which shall be payment in full for all costs involved.

ITEM	DESCRIPTION	UNIT
2521.501	5-7" CONCRETE WALK	S F

S - 53 (2521) BITUMINOUS BIKE WALK

Bituminous bike walk shall be performed in accordance with the provisions of MnDOT Section 2521 Rochester Detail Plate 2-13, and 3-02 and the following:

s 53.1 Aggregate for Bike walk

Finishing and preparing the existing crushed rock base will be considered incidental to the bike path construction and no separate payment will be made therefore.

s 53.2 The Contractor shall place the bituminous material in 2 (two) – 38mm (**1 ½ inch**) lifts providing bituminous tack coat between courses.

s 53.3 Mix Designation Numbers for the bituminous bike walk are as follows:

TYPE SP 9.5 WEARING COURSE MIX (2,B) SP WE A 2 30 B

TYPE SP 12.5 NON WEAR COURSE MIX (2,B) SP NW B 2 30 B

s 53.4 Furnishing and placing the tack coat be considered incidental to the bike path construction and no separate payment will be made therefore.

s 53.5 Measurement for bituminous bike path will be made by the length at the width specified in the plans. Payment will be made under Item 2521.511 (BITUMINOUS BIKE WALK) at the Contract bid price per [**square foot**], which shall be payment in full for all costs involved.

ITEM	DESCRIPTION	UNIT
2521.511	3" BITUMINOUS WALK	S F

S - 54 (2531) CONCRETE CURB AND GUTTER (ADA) (2012 VERSION (REV. 12/10/12))

This work shall consist of constructing Concrete Curb and Gutter and the necessary Aggregate Base in accordance with the provisions of MnDOT 2531, other Contract provisions, and the following:

s 54.1 **Construction Requirements**

Concrete Curb and Gutter – The curb and gutter shall be constructed to meet the details in the Plan. The transition from the existing curb and gutter section to the new curb and gutter section shall occur within 5 feet of

the point where the curb and gutter construction begins. The gutter inslope shall be constructed as detailed in the Plans. The gutter inslope transitions shall occur outside of the zero height curb area. The proposed gutter width shall be modified as necessary so as not to protrude into the adjacent travel lane with approval from the Engineer.

The Contractor must form, at a minimum, the top 1½ inches of the gutter face. The Contractor shall not use the existing roadway edge as a form for the top 1½ inches of the gutter face unless approved by the Engineer.

If the gutter flow line in front of the proposed curb ramps exceeds 2.0 percent slope, the flow line should be adjusted to allow a flatter slope in front of the curb ramps, but still provide positive drainage. The Contractor must consult with the Engineer before modifying any flow line that will result in the cross slope of the adjacent bituminous patching (i.e. running slope of crosswalk) exceeding 5 percent.

The Contractor shall not alter any existing drainage patterns unless called for in the plans or approved by the Engineer.

The Contractor shall construct a contraction joint through the curb and gutter section at the bottom of the curb height transitions where the curb height equals zero inches.

s 54.2 Method Of Measurement

Measurement of Concrete Curb and Gutter will be by the linear foot measured at the face of the curb.

s 54.3 Basis Of Payment

Payment will be made under Item 2531.603 (Concrete Curb and Gutter) at the Contract bid price per linear foot, which shall be compensation in full for all costs of furnishing and installing the required material including Aggregate Base.

S - 55 (2531) CONCRETE CURBING (2012 VERSION)

The provisions of MnDOT 2531 are supplemented and/or modified with the following:

The spacing of contraction joints for curb and gutter shall be controlled by the proposed spacing of the transverse joints in the bituminous pavement. A contraction joint shall be provided at each transverse joint and intermediate joints shall be placed to provide intervals not greater than 10-ft (2.7m) nor less than 5-ft (1.5m).

Transverse expansion joints for curb and gutter shall be provided at 300-ft (90m) intervals as well as at structures and changes in alignment.

Metal reinforcement at catch basins shall be placed in accordance with Rochester Detail Plate 2-06. Furnishing and placing metal reinforcement shall be considered as incidental expense and no separate payment will be made therefore

s 55.1 The last paragraph of MnDOT 2531.3C shall be deleted and replaced with the following:

Longitudinal construction joints between a concrete median or gutter section and a concrete pavement shall not be sawed or sealed.

s 55.2 MnDOT 2531.3G is hereby modified to include the following provision:

After completing final finishing operations, cure all exposed concrete surfaces. Use one of the following curing methods:

(1) Place the membrane curing compound conforming to 3754 or 3755 within 30 minutes of concrete placement or once the bleed water has dissipated, unless the Engineer directs otherwise in accordance with 2521.3.E.1.a. Place the membrane curing compound on the

edges within 30 minutes after permanent removal of the forms or curing blankets, unless the Contract requires otherwise..

(2) Place plastic curing blankets or completely saturated burlap curing blankets as soon as practical without marring the surface in accordance with 2521.3.E.1.b.

Failure to comply with these provisions will result in the Engineer applying a monetary deduction in accordance with 1503. When there is not a separate Contract unit price for Structural Concrete, the Department will apply a monetary deduction of $50.00 per cu. yd [$65.00 per cu. m] or 50 percent of the Contractor-provided invoice amount for the concrete in question, whichever is less.s.

Whenever weather conditions are such as to cause unusual or adverse placing and finishing conditions, expedite the application of a curing method or temporarily suspend the mixing and placing operations, as the conditions require.

If necessary to remove the coverings to saw joints or perform other required work, and if the Engineer approves, remove the covering for the minimum time required to complete that work.

G1 Curing Methods

G1a Membrane Curing Method

Before application, agitate the curing compound as received in the shipping container to obtain a homogenous mixture. Protect membrane curing compounds from freezing before application. Handle and apply the membrane curing compound in accordance with the manufacturer's recommendations.

Apply the curing compound with an approved airless spraying machine in accordance with the following:

(1) At a rate of 1 gal per 150 sq. ft (1 L per 4 m^2) of surface curing area.

(2) Apply homogeneously to provide a uniform solid white opaque coverage on all exposed concrete surfaces (equal to a white sheet of typing paper). Some MnDOT approved curing compounds may have a base color (i.e. yellow) that cannot comply with the above requirement. In this case, provide a uniform solid opaque consistency meeting the intent of the above requirement.

(3) If the curing compound is damaged during the curing period, immediately repair the damaged area by re-spraying.

The Engineer will approve the airless spraying machine for use if it is equipped with the following:

(1) A re-circulating bypass system that provides for continuous agitation of the reservoir material,

(2) Separate filters for the hose and nozzle, and

(3) Multiple or adjustable nozzle system that provides for variable spray patterns.

If the Engineer determines that the initial or corrective spraying may result in unsatisfactory curing, the Engineer may require the Contractor to use the blanket curing method, at no additional cost to the Department.

G1b Curing Blanket Method

After completion of the finishing operations and without marring the concrete, cover the concrete with curing blankets. Install in a manner that envelops the exposed concrete and prevents loss of water vapor. After the concrete has cured, apply membrane curing compound to the concrete surfaces that will remain exposed in the completed work.

G2 Protection Against Rain

Protect the concrete from damage due to rain. Have available, near the site of the work, materials for protection of the edges and surface of concrete. Should any damage result, the Engineer will suspend

operations until the Contractor takes corrective action and may subject the rain-damaged concrete to 1503 and 1512.

G3 Protection Against Cold Weather

If the national weather service forecast for the construction area predicts air temperatures of 36 °F [1 °C] or less within the next 24 h and the Contractor wishes to place concrete, submit a cold weather protection plan.

Protect the concrete from damage including freezing due to cold weather. Should any damage result, the Engineer will suspend operations until corrective action is taken and may subject the damaged concrete to 1503 and 1512.

G3a Cold Weather Protection Plan

Submit proposed time schedule and plans for cold weather protection of concrete in writing to the Engineer for acceptance that provides provisions for adequately protecting the concrete during placement and curing. Do not place concrete until the Engineer accepts the cold weather protection plans.

s 55.3 MnDOT 2531.3J is hereby deleted and replaced with the following:

J Backfilling

Protect newly placed concrete from damage by adjacent vibratory or backfilling operations for a minimum of 24 hours. Perform vibratory operations and backfilling 72 h after placing the concrete or after the concrete reaches a compressive strength of at least 3,000 psi [**20.7 Mpa**]. The Engineer will cast, cure, and test the concrete control specimens in accordance with 2461.3G5. If damage results from any of these operations the Engineer will suspend all operations until corrective action is taken and a new method is approved. The Engineer may subject damaged concrete to 1503 and 1512.

The Contractor may hand operate concrete consolidation equipment and walk behind vibratory plate compactors 24 hours after placing the concrete, and other equipment as approved by the Engineer in conjunction with the Concrete Engineer.

After curing, backfill or perform embankment construction to the elevations shown on the Plans , without damaging the concrete. Use suitable grading materials from the excavation for backfill material in accordance with 2105, unless otherwise required by the Contract. Place and compact the backfill material in accordance with 2105.

Dispose of surplus excavated materials in accordance with 2105.

s 55.4 Measurement and Payment

ITEM	DESCRIPTION	UNIT
2531.501	CONCRETE CURB & GUTTER DESIGN B624	L F

S - 56 (2531) CONCRETE DRIVEWAY PAVEMENT

Concrete walk shall be performed in accordance with the provisions of MnDOT Section 2531 except as modified below:

s 56.1 The Contractor shall place a minimum of **4 inches** crushed rock base under all driveways and associated sidewalk section through the driveway. Furnishing and placing the crushed rock base will be considered incidental to the pavement construction and no separate payment will be made therefore.

s 56.2 Saw cutting shall be considered incidental to concrete pavement.

Item No.	Item	Unit
2531.507	__" CONCRETE DRIVEWAY PAVEMENT	S Y

S - 57 (2531) TRUNCATED DOMES

This work consists of furnishing and installing Truncated Dome Systems (detectable warning surfaces) at pedestrian curb ramps in compliance with the Public Rights-of-Way Accessibility Guidelines (PROWAG). This work shall be performed in accordance with the applicable MnDOT Standard Specifications, these Special Provisions, the details in the Plan, and the following:

s 57.1 Construction Requirements

The Contractor shall select a truncated dome product from the approved products list at http://www.dot.state.mn.us/products/miscmaterials/truncateddomes.html. The truncated domes shall be placed in concrete and shall be pressed firmly into the concrete to the point that concrete fills the vent holes on the truncated dome plates. No cutting of truncated domes will be allowed unless approved by the Engineer. Any swelling of the concrete that occurs around the truncated domes must be screeded off and the surrounding concrete shall be finished flush with the truncated dome plate edge. To ensure that the truncated domes are well seated in concrete, the Contractor should provide a 3 inch minimum border around the edges of the truncated domes.

s 57.2 The Contractor will be allowed to interchange 9 foot 5 inch and 10 foot radial truncated domes when either is called for in the Plan. If the Contractor does make a substitution, the Contractor will be required to modify the curb line radius to match the truncated domes and meet the detectable edge requirements shown on Standard Plan Sheet No. 5-297.250 (Sheet 5 of 5).

s 57.3 Method of Measurement

The truncated dome area will be measured by the square foot.

s 57.4 Basis of Payment

Payment will be made under Item 2531.618 (Truncated Domes) at the Contract bid price per square foot, which shall be compensation in full for furnishing and installation of truncated domes.

Item No.	Item	Unit
2531.618	TRUNCATED DOMES	S F

S - 58 (2545) ELECTRIC UTILITY CONDUIT SYSTEM (RPU)

This work shall consist of furnishing labor, and materials for construction of a conduit and handhole system in accordance with the applicable provisions of MnDOT 2471, MnDOT 2545, current edition of the National Electric Code, the Plans, and the following:

s 58.1 General

A. RPU shall be responsible for disconnecting power to the existing street light system, salvaging poles and removing existing wiring at the locations indicated in the Plans. RPU will then pull new conductors and make all field connections. The Contractor shall be responsible for installing all conduit and handholes required for the new conduit system. All connections to existing conduit or handholes shall be the responsibility of The Contractor. The Contractor shall coordinate all activities with the Engineer and with RPU.

B. "As Built Plans"

The Contractor shall furnish "as built Plans" that contain any **changes** in the following:

--- Conduit locations.
--- Handhole locations.

The "as built Plans" shall be in a form that is satisfactory to the Engineer. The Contractor furnished "as built Plans" shall be considered incidental work.

C. Locating Underground Utilities

The Contractor must adhere to all requirements of Gopher State One Call including the following:

The Contractor is responsible for marking the proposed excavation area by utilizing white markings. The white markings must delineate the **actual excavation area** where the locating of underground facilities is required.

s 58.2 Materials

A. Conduit

The Contractor shall furnish and install non-metallic conduit (N.M.C.) at the locations indicated in the Plans. The size of the conduit shall be as indicated in the Plan. All conduit shall be in accordance with the following:

Non-Metallic Conduit:

Shall be in accordance with MnDOT 3803, except as follows:

a. Shall be Schedule 80 conduit and fittings for all installations.

b. For HDPE continuous type conduit, all conduit fittings shall be appropriate for use with HDPE continuous length conduit.

c. Shall be capable of being installed by plowing, trenching, or directional boring methods.

d. Shall be either "GREY" or "RED" in color.

e. Shall be marked on the outside of conduit indicating manufacturer's name, size of conduit, type of conduit (HDPE, etc.), ASTM F 2160, UL Listing, and any other markings required by the N.E.C.

f. Before the cables and conductors are installed, non-metallic conduit bell ends (**appropriately sized for the HDPE type conduit**) shall be installed to prevent damage to the cables and conductors

All conduit from concrete foundations to the nearest handhole shall be rigid non-metallic conduit (N.M.C.). **HDPE continuous length conduit is not allowed for use between concrete foundations and the nearest handhole.**

B. Handholes

New Handholes shall be MnDOT approved Handholes and Handhole Covers listed on the MnDOT Approved/Qualified Products Lists WEB site for Signals:

http://www.dot.state.mn.us/products/index.html

s 58.3 Construction Requirements

A. Conduit Installation

Conduit shall be installed in accordance with MnDOT 2565.3D, except as follows:

Continuous Type HDPE Non-Metallic Conduit:

--- except for under existing pavements, underground Continuous Type HDPE Conduit shall be placed by trenching, stitching, plowing, or other method approved by the Engineer. Under existing pavements, Continuous Type HDPE Non-Metallic Conduit shall be placed as specified in 2565.3D2b.

Rigid Non-Metallic Conduit Joints:

--- the Contractor shall install appropriate sized long line couplings when installed under existing roadway surfaces

--- the applied PVC joint cement shall be allowed to set-up for six (6) hours before pulling the conduit through a directional bored channel.

Conduit in Handholes:

--- If the Contract requires the installation of a handhole within an armored cable run, a 2 inch N.M.C. stub out shall be installed for each cable entering the handhole. The 2 inch N.M.C. stub out shall be a minimum of 36 inches in length with non-metallic bell ends installed on each open end of the conduit stub out to prevent damage to the armored cable.

Exact location of conduit and handholes to be approved by the Engineer.

s 58.4 Method of Measurement and Basis of Payment:

Payment for __" NMC Conduit at the contract price per linear foot shall be compensation in full for all work, materials, and costs involved in performing the work as specified above.

ITEM	DESCRIPTION	UNIT
2545.523	2-5" NON-METALLIC CONDUIT	L F
2545.553	HANDHOLE	EACH

S - 59 (2564)TRAFFIC SIGNS AND DEVICES

Traffic signs shall be constructed in accordance with the provisions of MnDOT 2564, except as modified below:

s 59.1 Materials:

A Sign Face and Sign Legend Materials

Sign Sheeting for Rigid Permanent Signs, Delineators and Markers shall be approved by the Engineer and be consistent with current MNDOT standards.

The retroreflective sheeting types and qualified products used for rigid permanent signs, markers and delineators can be found at: http://www.dot.state.mn.us/trafficeng/products/MnDOTapproved productlist.xls.

B Sign Posts

Per request from the City, the 3# U-channel sign posts typically used are to be replaced with sign posts which are to be approved by the City. Sign posts are incidental to the cost of the sign panel and to the install sign panel pay items.

s 59.2 Construction Requirements

The Contractor shall install Department furnished warning stickers on new Type C and Type D sign panels in accordance with MnDOT 2564.3H.

A New Type C signs

All new signs and salvaged signs shall be installed with new sign posts and use new mounting hardware. Sign locations in the plan are approximate and may be adjusted by the Engineer.

B New Type D signs

The 4 new ground mounted type D signs are to be located 3 feet behind the guardrail shown in the plan on new sign posts.

D Signs and markers used with guard rail

Signs, markers, and delineators needed to complete guardrail installation are incidental to the guardrail pay item and not included with the rest of the signing on the project.

s 59.3 Method of Measurement and Basis of Payment:

Payment for sign panels type __ at the contract price per SQUARE FOOT shall be compensation in full for all work, materials, and costs involved in performing the work as specified above and in the Plan, including furnishing and installing extruded panel sections.

ITEM	DESCRIPTION	UNIT

S - 60 (2571-2) TREE PROTECTION AND RESTORATION OF VEGETATION

This work shall consist of providing protection for existing trees in accordance with the provisions of Mn/DOT 2571 and 2572, Section 1009 Tree Planting, Preservation, and Protection, Rochester Detail plates and the following:

s 60.1 The Contractor shall furnish, install, maintain, and remove snow fencing or other approved fencing at locations as directed by the Engineer.

s 60.2 The fencing shall be [**4 foot**] high (nominal) fencing placed 4 times the diameter from the base of the trees, or as directed by the Engineer. The Tree Protection shall be in place before any work is performed in the vicinity of the trees to be protected.

1009.2 Definition of Terms

A. Tree Protection Zone:

A specified area above and below ground and at a given distance from the trunk set aside for the protection of a tree's roots and crown to provide for the viability and stability of a tree to be retained where it is potentially subject to damage by development.

Tree Protection Zone by type shall be determined by the City Forester.

Minimum area specified shall be 4 times the diameter, measured 4'-6" above the ground.

B. Hand Work Zone:

A circumscribed square area around the Tree Protection Zone in which only hand held operating tools shall be used for removal or construction activities.

1009.3 Engineering Requirement

Trees and other vegetation worth preserving are to be protected and preserved to the maximum extent feasible during construction. Only those trees and other vegetation that have been evaluated as being necessary to be removed to allow for new construction will be removed. Trees and other vegetation that have been evaluated as worth saving and designated to remain will be properly protected during construction to maximize their survival rate. In order to achieve an appropriate balance between protecting trees and allowing necessary construction, the practices that follow will be employed.

All trees to be preserved on the property and all trees adjacent to the property shall be protected and maintained against damage during construction. The Engineer and Owner are to survey the job site before work is scheduled. Limits of disturbance are to be determined by the Engineer and Owner before work begins. Storage sites for soil, sand, pipe, hardware and equipment are to be determined by the Owner. Vehicle access routes are to be determined. All workers on the site shall be educated in tree preservation practices. Tree protection devices shall be placed before material deliveries, excavation, or grading begins and is to be maintained in good repair for the duration of the construction work, unless otherwise directed. Tree protection shall remain until the landscape restoration work begins

1009.4 Construction Requirement

Protection of trees during construction (including remodeling and demolition): Prior to any site work, all trees to be preserved must be protected, signed, and maintained, in accordance with the Tree Preservation and Protection Standards. The level of tree protection by type will be as determined by the City Forester.

Tree Protection

Trees in the area of disturbance and in the vehicle access route are to it are to be protected by fencing in the following manner:

No material shall be stored or construction operation shall be carried on within the tree protection fencing.

No protective devices, signs, utility boxes or other objects shall be nailed to the trees to be retained on the site.

Tree protection fencing shall be erected and approved by the Engineer at least 24 hours before construction begins.

Grade Changes

Grade cuts of 6" or more, shall be reduced or eliminated within the drip line and no cuts are allowed in the tree protection zone.

When fill of 4" or more is necessary within the drip line of a tree, a tree well shall be required and no fills are allowed in the tree protection zone.

Areas under tree drip lines disturbed by construction activity shall be mulched with a 2-3" deep layer of shredded bark mulch. Mulching shall be done within 4 hours of disturbance.

Trenching and Tunneling

Trenching shall be done outside the tree protection zone. Trenchless techniques hall be employed within the tree protection zone.

Pruning of branches shall be done under the requirements and direction of the City Forester.

s 60.3 Method of Measurement and Basis of Payment will be made of the type placed. Payment will be made under Item 2571.602 (Tree Protection Type _) at the Contract bid price per each, which shall be compensation in full for furnishing, installing, maintaining and removing fencing and any additional expenses associated with the hand work zone.

ITEM	DESCRIPTION	UNIT
2571.602	TREE PROTECTION TYPE __	EACH

S - 61 (2573) STORM WATER MANAGEMENT

The provisions of MnDOT 2573 are supplemented and/or modified with the following:

s 61.1 The second paragraph of MnDOT 2573.3A1 Erosion Control Supervisor, is revised to read as follows:

The Erosion Control Supervisor shall be a responsible employee of the prime Contractor and/or duly authorized by the prime Contractor to represent the prime Contractor on all matters pertaining to the NPDES construction stormwater permit compliance. The Erosion Control Supervisor shall have authority over all Contractor operations which influence NPDES permit compliance including grading, excavation, bridge construction, culvert installation, utility work, clearing/grubbing, and any other operation that increases the erosion potential on the Project. In addition, the Erosion Control Supervisor shall **implement the Contractor's quality control program and other provisions in accordance with 1717.2 and** be available to be on the Project within 24 hours at all times from initial disturbance to final stabilization as well as perform the following duties:

s 61.2 MnDOT 2573.3 A2, Construction of Temporary Storm Water Basins, is revised to read as follows:

Temporary storm water basins shall be constructed concurrently with the start of soil disturbing activities whenever practicable. The basins must be made fully functional and have storm water runoff from the localized watershed directed to the basins. The exposed sideslopes of the basins must be mulched and/or seeded within the time periods as set forth in 1717, or as directed by the Engineer.

s 61.3 The second paragraph of MnDOT 2573.3 A5, Vehicle Tracking on to Paved Surfaces, is revised to read as follows:

The Contractor is responsible for insuring paved streets are clean at the end of each working day or more often as necessary to provide safety to the traveling public. Tracked sediment on paved surfaces must be removed by the Contractor within 24 hours of discovery, in accordance with 1717.2. Payment for street sweeping to provide safe conditions for the traveling public, environmental reasons or regulatory requirements shall be as provided in accordance with 1514.

s 61.4 The first sentence of MnDOT 2573.3E2 is revised to read as follows:

The bioroll shall be installed and anchored with wood stakes. The stakes shall be at a minimum nominally 25 mm x 50 mm **(1 inch x 2 inch)** and a minimum of 400 mm **(16 inches)** long with a pointed end.

s 61.5 The first paragraph of MnDOT 2573.3J Filter Log Installation, is revised to read as follows:

J **Filter Log Installation**

Filter logs shall be placed in accordance with the Plan. Straw and wood fiber filter logs shall be staked in place with wood stakes. Wood stakes shall be at a minimum 25 x 51 mm **(1 x 2 inch)** nominal size by 400 mm **(16 inches)** long. The stakes shall be driven through the back half of the log at an angle of approximately 45 degrees with the top of the stake pointing upstream. When more than one log is needed for length, the ends shall be overlapped 150 mm **(6 inches)** with both ends staked. Staking shall be every 0.3 m **(1 foot)** along the log unless precluded by paved surface or rock.

s 61.6 Section 2573.4S is deleted and replaced by the following:

No measurement will be made of the various duties that the Erosion Control Supervisor performs or of the number of hours required, but all such work will be construed to be included in the single Lump Sum Payment. Upon satisfactory completion of at least half of the anticipated Project duration time, the Engineer may authorize partial payment not exceeding 50 percent of the Contract bid price. Project duration time is estimated as the time between the actual Project start date and the Project completion date. The remaining percentage will be paid upon completion of the Project.

Item No.	Item	Unit
2573.550	EROSION CONTROL SUPERVISOR	LS

S - 62 (2573) TEMPORARY EROSION CONTROL AND TURF ESTABLISHMENT

Temporary Erosion Control and Turf Establishment shall be performed in accordance with the provisions of MnDOT Section 2573 except as modified below:

s 62.1 **Perimeter Control:** shall be installed prior grubbing to control sediment from leaving the project limits, and entering a critical resource. This work shall include furnishing, installing, and removing silt fence, or biorolls (installation of biorolls shall include staking or weighting with sandbags to prevent movement) in accordance with the details shown in the Plans and the applicable MnDOT Standard Specifications.

s 62.2 **Inlet Protection:** shall be furnished and installed on all inlets discharging to surface water. Inlets in rough graded areas need protection to keep any sediment from being transported to a Water of the State, or filling up the pipes with sediment. Inlet protection is shown in the plans by type; see specification 3891. Devices approved by the MN/Department's Erosion Control Engineering Unit and on file on the web under the Materials Engineering Section's Approved Products List can be furnished as meeting this specification requirement.

s 62.3 **Temporary Rock Construction Entrance** shall be installed prior to construction, to control sediment from leaving the project limits. This work shall include furnishing, installing, maintaining, and removing the entrance in accordance with the details shown in the Plans and the applicable MnDOT Standard Specifications.

s 62.4 **Inlet Protection**: shall be furnished and installed on all inlets discharging to surface water. Inlets in rough graded areas need protection to keep any sediment from being transported to a Water of the State, or filling up the pipes with sediment. Inlet protection is shown in the plans by type; see specification 3891. Devices approved by the MN/Department's Erosion Control Engineering Unit and on file on the web under the Materials Engineering Section's Approved Products List can be furnished as meeting this specification requirement.

Bidders are advised that payment for furnishing and installing temporary erosion control set forth in the foregoing area is for the initial installation and removal only. Any replacement components as may be necessary to maintain the temporary erosion control devices in a functional condition, to the satisfaction of the Engineer, during the tenure of this Contract shall be furnished, installed, maintained, and removed at the Contractor's expense.

Item No.	Item	Unit
2573.502	SILT FENCE, TYPE MACHINE SLICED	L F
2573.520	SEDIMENT REMOVAL BACKHOE	HOUR
2573.530	STORM DRAIN INLET PROTECTION	EACH
2573.540	FILTER LOG TYPE WOOD FIBER BIOROLL	L F
2573.602	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH

S - 63 (2575) PERMANENT EROSION CONTROL AND TURF ESTABLISHMENT

The provisions of MnDOT 2575 are supplemented and/or modified with the following:

s 63.1 **Disturbed areas,** as shown in the plans, shall be sodded or seeded and mulched as soon as practical after completion of the grading operations, but within the period specified for germination of seed.

s 63.2 **Topsoil:** Topsoil should be at a minimum of 6 inches on seeded areas and 3 inches thick on sodded areas. This material should have been retained on the project included in the common excavation item.

s 63.3 **Sod**:

Sodding around storm aprons, shall be according to MnDOT Detail Plate 9102D and shown on the Plans; According to the requirements of MnDOT 3878.2, B **"Erosion Control Sod"**.

Sodding around other areas shall be as shown on Plans; According to the requirements of MnDOT 3878.2, D "**Mineral Sod**".

s 63.4 **Watering:**

The Contractor shall make, at no cost to the Owner, whatever arrangements may be necessary to insure an adequate supply of water to meet the needs of this Contract. The Contractor shall also furnish all necessary hose, equipment, attachments, and accessories for the adequate irrigation of lawns and planted areas as may be required to complete the work as specified and water used for this purpose shall be incidental to the cost of the turf establishment.

s 63.5 **Basis of Payment**

Item No.	Item	Unit
2575.505	SODDING TYPE MINERAL	S Y

S - 64 (2582) PERMANENT PAVEMENT MARKINGS (EPOXY WR) (2013 VERSION))

The provisions of MnDOT 2582 are hereby modified and/or supplemented with the following:

s 64.1 The language below applies to the permanent pavement markings for this Project that are to be Wet Reflective/Recoverable pavement markings, utilizing Epoxy Paint (WR). These markings are to be recessed in accordance with MnDOT Technical Memorandum No. 08-10-T-02.

s 64.2 The wet reflective/recoverable pavement marking material utilized for this Project must be listed within **Epoxy Paint – Recoverable** category on the MnDOT Approved/Qualified Products Lists.

s 64.3 The provisions of MnDOT 2582.2 are hereby deleted and replaced with the following:

A Epoxy Resin Pavement Markings (Free of Toxic Heavy Metals) 3590

B Drop-On Glass Beads 3592

Qualified materials can be found on MnDOT's Qualified Products List (QPL) on the Office of Traffic, Safety and Technology website. The Wet Reflective Pavement Marking Materials QPL can be found at http://www.dot.state.mn.us/products/pavementmarkings/index.html. Other materials may be used on a provisional basis as detailed in the QPL process and as approved by the Engineer. Type of material used will be as specified by Contract Documents.

s 64.4 MnDOT 2582.3A2 is hereby deleted.

s 64.5 GROOVING BITUMINOUS *and/or* CONCRETE PAVEMENT SURFACES FOR WET REFLECTIVE/RECOVERABLE PAVEMENT MARKINGS

The wet reflective/recoverable pavement markings are to be grooved into the pavement surfaces. **GRINDER-TYPE CUTTING HEADS CANNOT BE USED.** The goal of the grooving process is to protect the pavement marking from snowplow damage and ultimately extend the service life of the pavement markings. Grooving operations are incidental to permanent pavement marking operations.

s 64.6 The following is hereby added to MnDOT 2582.3B, Application:

The Contractor has the option to dry or wet groove the pavement while the roadway is open or closed to traffic. The grove must be cleaned completely prior to pavement marking application, using an air compressor with at least 185 CFM air flow and 120 PSI air pressure. The compressor must be

equipped with a moisture and oil trap, and cannot have more than 50 feet of 3/4 inch ID hose between the compressor and the air nozzle. The air nozzle must have an inside diameter of 1/2 inch or greater.

(A) Grooving Equipment

The grooving shall be performed by a self-propelled machine equipped with gang stacked diamond cutting blades mounted on a floating head with controls capable of providing uniform depth and alignment.

The cutting heads shall consist of stacked 3 mm to 9 mm [1/8 inch to 3/8 inch] wide diamond tipped cutting blades. The spacers between each blade must be such that the raise in the bottom of the finished groove between the blades is less than 25% of the groove depth. The resulting bottom of the groove shall have a fine corduroy finish. If a coarse tooth pattern is present, the Contractor shall increase the number of blades and/or decrease the thickness of the spacers on the cutting head.

The equipment shall be capable of grooving the total width of the groove in one pass or be capable of grooving uniform depths with multiple passes. The maximum number of passes is detailed below. If multiple passes are used, the ridge between passes shall be mechanically removed prior to groove cleaning and pavement marking application.

The equipment shall be capable of grooving double lines simultaneously or parallel lines to a uniform depth with two passes.

The equipment shall be self-vacuuming and leave the cut groove ready for pavement marking installation. Dry cut grooving without a vacuum will only be allowed if markings run perpendicular to the roadway, such as Stop Bars. The pavement marking manufacturer shall approve the equipment and method used.

(B) Grooves

The grooving shall be performed within the following tolerances. Failure to meet these tolerances will result in the suspension of work until the Contractor can demonstrate that these tolerances can be met to the satisfaction of the Engineer. **The pavement marking system shall be applied so that it is centered within the groove.**

GROOVE WIDTH AND MAXIMUM NUMBER OF PASSES		
MARKING WIDTH	GROOVE WIDTH	MAX NUMBER OF PASSES
100 mm **[4 inches]**	130 mm ± 3 mm **[5" ± 1/8"]**	1
150 mm **[6 inches]**	180 mm ± 3 mm **[7" ± 1/8"]**	1
200 mm **[8 inches]**	230 mm ± 3 mm **[9" ± 1/8"]**	1
300 mm **[12 inches]**	330 mm ± 3 mm **[13" ± 1/8"]**	2
600 mm **[24 inches]**	635 mm ± 3 mm **[25" ± 1/8"]**	3

The groove depth shall be 70 mil ± 10 mil.

Since pavements are irregular, the depth of groove across the width may vary. To compensate for this, the depth of the groove shall be measured from the bottom of the groove to a straight edge extended over the groove from the pavement surface opposite the pavement joint.

FULL DEPTH GROOVE LENGTHS	
Full Depth Groove Length (Broken Line)	3 m ± 75 mm **[10 feet ± 3 inches]**
Tapers At End of Each Line	150 mm ± 230 mm **[6 inches to 9 inches]**
Space Between Double lines	100 mm ± 6 mm **[4 inches ± 1/4 inch]**

The groove shall be placed 50 mm ± 25 mm **[2 inches ± 1 inch]** from the edge of joints or seams along edge or centerline, unless otherwise indicated in the Plan.

Grooving alignment deviations from the control guide or existing lines specified by the Engineer shall not exceed 50 mm **[2 inches]**.

All pavement markings to be grooved in shall be placed in accordance with pavement marking or element manufacturer's instructions. New bituminous pavement shall not be grooved within a minimum 10 days of the placement of the final course of pavement, unless otherwise directed by the Engineer.

If the Epoxy (WR) markings are to be installed in the same location where there are existing pavement markings, including interim or temporary, the removal of the existing pavement markings shall be incidental to and included within the Epoxy (WR) pay item. The Contractor may cut the groove and remove the existing marking in a simultaneous operation.

s 64.7 The provisions of MnDOT 2582.5 are hereby deleted and replaced with the following:

s 64.8 Basis of Payment

Payment for pavement markings installed at Contract prices per unit of material shall be compensation in full for all costs incurred in materials, traffic control, installation, surface preparation, use of primers, in accordance to Contract documents or as approved by the Engineer.

ITEM	DESCRIPTION	UNIT
2582.602	PAVT MSSG (LT ARROW) EPOXY (WR)	EACH
2582.603	4" SOLID LINE WHITE-EPOXY (WR)	L F
2582.603	12" SOLID LINE WHITE-EPOXY (WR)	L F
2582.603	4" BROKEN LINE WHITE-EPOXY (WR)	L F
2582.603	24" SOLID LINE YELLOW-EPOXY (WR)	L F
2582.603	4" DOUBLE SOLID LINE YELLOW-EPOXY (WR)	L F

S - 65 (3137) COARSE AGGREGATE FOR PORTLAND CEMENT CONCRETE (2011 VERSION)

MnDOT 3137 shall be deleted and replaced with the following:

3137.1 SCOPE

Provide coarse aggregate for use in portland cement concrete.

3137.2 REQUIREMENTS

A General

Provide coarse aggregate consisting of clean, sound, durable particles, uniform in quality, and free from wood, bark, roots, and other deleterious material.

The Engineer, in conjunction with the Concrete Engineer, may consider the following as the basis for acceptance of coarse aggregate for portland cement concrete:

(1) Results of laboratory tests,

(2) Behavior under natural exposure conditions,

(3) Behavior of other portland cement concrete with aggregate from the same or similar geological formations or deposits, and

(4) Any other tests or criteria as deemed appropriate by the Engineer, in conjunction with the Concrete Engineer.

B Classification

Provide coarse aggregate meeting the requirements of one of the following classifications:

(1) Class A: Crushed quarry rock including quartzite, gneiss, and granite, or mine trap rock including basalt, diabase, gabbro, and other igneous rock types. Class A aggregate may contain no greater than 4.0 percent non-Class A aggregate. The Department will not allow the intentional blending or adding of non-Class A aggregate.

(2) Class B: All other crushed quarry or mine rock types including carbonates, rhyolite, and schist.

(3) Class C: Natural or partly crushed gravel obtained from a natural gravel deposit.

(4) Class D: Mixture of at least two classes of coarse aggregate. The Engineer, in conjunction with the Concrete Engineer, will determine the suitability of the Class D aggregate for the proposed use including proportioning.

(5) Class R: Aggregate obtained from recycling concrete. The Engineer, in conjunction with the Concrete Engineer, will determine the suitability of the Class R aggregate for the proposed use including proportioning.

C Washing

Wash Class B, Class C, Class D, and Class R coarse aggregate. Wash Class A aggregate as needed to comply with the requirements of Table 3137-1.

D Quality

Quality requirements are based on each individual aggregate fraction unless otherwise allowed by the Engineer, in conjunction with the Concrete Engineer with the exception of the following:

(1) When 100 percent of the fractions from a single source pass the 1 in **[25 mm]** sieve, quality requirements are based on the composite value of the combined aggregates.

(2) When less than 100 percent of the fractions from a single source pass the 1 inch **[25 mm]** sieve:

(a) Those fractions passing the 1 inch **[25 mm]** sieve are combined and based on the composite value;

(b) The fractions greater than or equal to 1 inch **[25 mm]** are based on each individual aggregate fraction.

D1 Coarse Aggregate for General Use

Provide coarse aggregate for general use concrete in accordance with Table 3137-1.

Table 3137-1 Coarse Aggregate for General Use		
Quality Test		**Maximum Percent by Weight**
(a)	Shale:	
	Fraction retained on the ½ in [**12.5 mm**] sieve	0.4
	Fraction retained on the No. 4 [**4.75 mm**] sieve, as a percentage of the total material	0.7
(b)	Soft iron oxide particles (paint rock and ochre)	0.3
(c)	Total spall materials*:	
	Fraction retained on the ½ in [**12.5 mm**] sieve	1.0
	Fraction retained on the No. 4 [**4.75 mm**] sieve, as a percentage of the total material	1.5
(d)	Soft particles‖	2.5
(e)	Clay balls and lumps	0.3
(f)	Sum of (c) total spall materials, (d) soft particles, and (e) clay balls and lumps†	3.5
(g)	Slate	3.0
(h)	Flat or elongated pieces‡	15.0
(i)	Quantity of material passing No. 200 [**75 µm**] sieve:	
	Class A and Class B aggregates#	1.5
	Class C and Class D aggregates§	1.0
(j)	Los Angeles Rattler, loss on total sample	40.0
(k)	Soundness of magnesium sulfate**	15.0

* Includes the percentages retained by shale and soft iron oxide particles, plus other iron oxide particles, unsound cherts, pyrite, and other materials with similar characteristics.

‖ Exclusive of shale, soft iron oxide particles, and total spall materials.

† Sum of the total spall materials, soft particles, and clay balls and lumps. For total spall materials, use the percent in the total sample retained on the No. 4 [**4.75 mm**] sieve.

‡ Thickness less than 25 percent of the maximum width. Length greater than 3 times the maximum width.

\# Each individual fraction at the point of placement consists of dust from the fracture and free of clay or shale.

§ For each individual fraction at the point of placement.

** Loss at 5 cycles for any fraction of the coarse aggregate. Do not blend materials from multiple sources to obtain a fraction meeting the sulfate soundness requirement.

D2 Coarse Aggregate for Bridge Superstructure

Provide coarse aggregate in accordance with 3137.2D1 except as modified by Table 3137-2 for use in the following:

(1) Bridge superstructure (deck, railing, posts, curbs, sidewalks, and median strips);

(2) Approach panels; and

(3) Precast concrete panel facings for Mechanically Stabilized Earth walls.

Table 3137-2
Coarse Aggregate for Bridge Superstructure

	Quality Test	Maximum Percent by Weight
(a)	Shale:	
	Fraction retained on the ½ in [**12.5 mm**] sieve	0.2
	Fraction retained on the No. 4 [**4.75 mm**] sieve as a percentage of the total material	0.3
(b)	Soft iron oxide particles (paint rock and ochre)	0.2
(c)	Total spall materials*:	
	Fraction retained on the No. 4 [**4.75 mm**] sieve as a percentage of the total material	0.5
(d)	Soft particles‖	2.5
(e)	Clay balls and lumps	0.3
(f)	Sum of (c) total spall materials, (d) soft particles, and (e) clay balls and lumps, use the percent in the total sample retained on the No. 4 [**4.75 mm**] sieve	3.0
(g)	Absorption for Class B aggregate	1.75
(h)	Carbonate in Class C and Class D aggregates by weight	30.0

* Includes the percentages retained by shale and soft iron oxide particles, plus other iron oxide particles, unsound cherts, pyrite, and other materials with similar characteristics.

‖ Exclusive of shale, soft iron oxide particles, and total spall materials.

† Sum of the total spall materials, soft particles, and clay balls and lumps. For total spall materials, use the percent in the total sample retained on the No. 4 [**4.75 mm**] sieve.

D3 Coarse Aggregate for Concrete Pavement

Provide coarse aggregate in accordance with 3137.2D1, except as modified by Table 3137-3, for use in the following:

(1) Concrete pavement, and

(2) Concrete pavement rehabilitation.

Table 3137-3 Coarse Aggregate for Concrete Pavement		
Quality Test		**Maximum Percent by Weight**
(a)	Absorption for Class B aggregate	1.75
(b)	Carbonate in Class C aggregate by weight	30.0

E Gradation

Provide coarse aggregate in accordance with Table 3137-4 including all sizes within the specified limits. The Department defines coarse aggregate as the uniform product of the producing plant, unless some sizes are removed to meet the gradation requirements. Do not use broken or noncontinuous gradations.

If the coarse aggregate has less than 100 percent passing the 1 in **[25 mm]** sieve, proportion the coarse aggregate using at least two fractions. Gradation requirements are based on the composite value of the combined coarse aggregates.

Table 3137-4
Coarse Aggregate Designation for Concrete,
percent by weight passing square opening sieves

Aggregate	2 in [50 mm]	1½ in [37.5 mm]	1¼ in [31.5 mm]	1 in [25.0 mm]	¾ in [19.0 mm]	⅝ in [16.0 mm]	½ in [12.5 mm]	⅜ in [9.5 mm]	No.4 [4.75 mm]
CA-00	—	—	—	100	95 – 100	—	—	—	0 – 10
CA-15	100	95 – 100	—	—	35 – 65	—	—	5 – 25	0 – 7
CA-25	100	95 – 100	—	—	50 – 80	—	—	20 – 40	0 – 7
CA-35	—	100	95 – 100	—	55 –85	—	—	20 – 45	0 – 7
CA-45	—	—	100	95 – 100	65 – 95	—	—	25 – 55	0 – 7
CA-50	—	—	—	100	85 – 100	—	—	30 – 60	0 – 12
CA-60	—	—	—	—	100	85 – 100	—	40 – 70	0 – 12
CA-70	—	—	—	—	—	100	85 – 100	50 – 100	0 – 25
CA-80*	—	—	—	—	—	—	—	100	55 – 95

* Do not allow greater than 5 percent to pass the No. 50 [300 µm] sieve.

If producing Class R aggregate, remove reinforcing steel from the concrete and any concrete material passing the No 4 **[4.75 mm]** sieve.

3137.3 SAMPLING AND TESTING

Sample and test coarse aggregate fractions separately in accordance with Table 3137-5.

Table 3137-5 Preliminary Coarse Aggregate Testing	
Aggregate	**Notification and Testing Requirement**
New source	Notify the Engineer at least 1 month before use. Perform new source concrete

	aggregate testing in accordance with the procedure on the Department's website.
Previously tested aggregate	Notify the Engineer at least 2 weeks before use. Perform additional testing as directed by the Engineer, in conjunction with the Concrete Engineer.

Sample and test coarse aggregate in accordance with Table 3137-6.

Table 3137-6
Coarse Aggregate Test Methods

Test	Testing Method
Sampling	MnDOT Concrete Manual
Sieve analysis	MnDOT Concrete Manual
Shale test	MnDOT Laboratory Manual 1207
Quantity of material passing the No. 200 [**75 µm**] sieve	MnDOT Concrete Manual
Specific gravity and absorption	MnDOT Laboratory Manual 1204
Density	AASHTO T 19 or MnDOT Laboratory Manual 1211
Los Angeles Rattler loss	AASHTO T 96
Void content	AASHTO T 19* or MnDOT Laboratory Manual 1211
Deleterious materials	MnDOT Laboratory Manual 1209
Soundness; magnesium sulfate	MnDOT Laboratory Manual 1219
Soft particles	MnDOT Laboratory Manual 1218
Flat or elongated pieces	ASTM D 4791
Clay balls or lumps	MnDOT Concrete Manual

* Base the void content on an oven-dry and compacted-by-rodding condition of the aggregate and a value of 62.4 lb per cu. ft [**1,000 kg per cu. m**] for water.

S - 66 (3138) AGGREGATES FOR SURFACE AND BASE COURSES

The provisions of MnDOT 3138 are hereby modified as follows:

s 66.1 If crushed carbonate quarry rock (limestone or dolostone) is used, the minus 75 µm [**#200**] sized portion of the rock insoluble residue shall not exceed 10% by weight for Base Course and Shoulder Aggregate only. The insoluble residue test procedure is on file in the MnDOT Materials Laboratory.

s 66.2 Blending of sources and/or beds with an insoluble residue up to 15% is allowed to meet the 10% insoluble residue requirement. Individual beds thinner than 150 mm [**6 inches**] up to 5% of the total face height, are exempt from the 15% maximum insoluble residue requirement. However, the aggregate producer shall practice good quality control at all times and exclude poor quality stone to the extent practical, regardless of the bed thickness and/or pocket size and location.

s 66.3 No carbonate quarry rock from the Platteville Geological Formation is allowed.

s 66.4 The second paragraph of MnDOT 3138.2B Gradation Tables 3138-1 and 2, is revised to read as follows:

If Class 7 is substituted for Classes 1, 3, 4, 5, or 6, it shall meet the gradation requirements of the substituted class (Table 3138-1); except that, for Class 5 and 6, up to 5 percent by mass **(weight)** of the total composite mixture may exceed 25.0 mm (**1 inch**) sieve but 100 percent must pass the 37.5 mm (**1.5 inch**) sieve. Surfacing aggregate mixtures containing salvaged materials shall meet the gradation requirements of the materials specified in the Plan. All gradations will be run on the composite mixture before extraction of the bituminous material.

s 66.5 TABLE 3138-1 in MnDOT 3138.2B Gradation Tables 3138-1 and 2, is hereby deleted and replaced with the following:

TABLE 3138-1
BASE AND SURFACING AGGREGATE
Total Percent Passing

Sieve Size	Class 1 (A)	Class 2	Class 3 (A)	Class 4 (A)	Class 5 (A) (B)	Class 6 (A) (B)
75 mm (3 inches)	--	--	--	--	--	--
50 mm (2 inches)	--	--	100	100	--	--
37.5 mm (1½ inches)	--	--	--	--	--	--
25.0 mm (1 inch)	--	--	--	--	100	100
19.0 mm (3/4 inch)	100	100	--	--	90-100	90-100
9.5 mm (3/8 inch)	65-95	65-90	--	--	50-90	50-85
4.75 mm (No. 4)	40-85	35-70	35-100	35-100	35-80	35-70
2.00 mm (No. 10)	25-70	25-45	20-100	20-100	20-65	20-55
425 µm (No. 40)	10-45	12-30	5-50	5-35	10-35	10-30
75 µm (No. 200)	8.0-15.0	5.0-13.0	5.0-10.0	4.0-10.0	3.0-10.0	3.0-7.0

(A) When salvaged materials are substituted for another class of aggregate, it shall meet the gradation requirements of the class being replaced except as amended in 3138.2 B.

(B) The gradation requirements for aggregates containing 60% or more crushed quarry rock may be amended with the concurrence of the Project Engineer and the Grading and Base Engineer.

s 66.6 The fifth paragraph of MnDOT 3138.3 Sampling and Testing, is revised to read as follows:

The stockpile shall be sampled at the rate of one field gradation test per 1,000 metric tons **(tons)** of aggregate used on the Project.

S - 67 (3139) (D6) GRADED AGGREGATE FOR BITUMINOUS MIXTURES (2012 VERSION)

MnDOT 3139 is hereby deleted and replaced with the following:

3139 Graded Aggregate for Bituminous Mixtures

3139.1 Scope

Provide graded aggregate for use in bituminous mixtures.

3139.2 PLANT MIXED ASPHALT Requirements

A Composition

Provide graded aggregate composed of any combination of the following sound durable particles as described in 3139.2B.

Do not use graded aggregate containing objectionable materials including:

(1) Metal,

(2) Glass,

(3) Wood,

(4) Plastic,

(5) Brick, or

(6) Rubber.

Provide coarse aggregate free of coatings of clay and silt.

Do not add soil materials such as clay, loam, or silt to compensate for a lack of fines in the aggregate.

Do not blend overburden soil into the aggregate.

Feed each material or size of material from an individual storage unit at a uniform rate.

Do not place blended materials from different sources, or for different classes, types, or sizes together in one stockpile unless approved by the Engineer as a Class E aggregate.

B Classification

B.1 Class A

Provide crushed igneous bedrock consisting of basalt, gabbro, granite, gneiss, rhyolite, diorite, and andosite. Rock from the Sioux Quartzite Formation may contain no greater than 4.0 percent non-Class A aggregate. Do not blend or add non-Class A aggregate to Class A aggregate.

B.2 Class B

Provide crushed rock from other bedrock sources such as carbonate and metamorphic rocks (Schist).

B.3 Class C

Provide natural or partly crushed natural gravel obtained from a natural gravel deposit.

B.4 Class D

Provide 100 percent crushed natural gravel produced from material retained on a square mesh sieve with an opening at least twice as large as Table 3139-2 allows for the maximum size of the aggregate in the composite asphalt mixture. Ensure the amount of carryover, material finer than the selected sieve, no greater than 10 percent of the Class D aggregate by weight.

B.5 Class E

Provide a mixture consisting of at least two of the following classes of approved aggregate:

(1) Class A,

(2) Class B, and

(3) Class D.

B.6 Steel Slag

Steel slag cannot exceed 25% of the total mixture aggregate and be free from metallic and other mill waste. The Engineer will accept stockpiles if the total expansion is no greater than 0.5 percent as determined by ASTM D 4792

B.7 Taconite Tailings

Obtain taconite tailings from ore mined westerly of a north-south line located east of Biwabik, Minnesota (R15W-R16W) or from ore mined in southwestern Wisconsin.

B.8 Recycled Asphalt Shingles (RAS)

Provide recycled asphalt shingles manufactured from waste scrap asphalt shingles (MWSS) or from tear-off scrap asphalt shingles (TOSS). Consider the percentage of RAS used as part of the maximum allowable Recycled Asphalt Pavement (RAP) percentage. See Table 3139-3.

B.8.A .....RAS Gradation
..... MnDOT Laboratory Procedure 1801

Provide RAS in accordance with the following gradation requirements:

Table 3139-1
RAS Gradation

Sieve size	Percent passing
½ in [12.5 mm]	100
No. 4 [4.75 mm]	90

B.8.B Binder Content

Determine the binder content using chemical extraction meeting the requirements of MnDOT Lab Procedure 1851 or 1852.

B.8.C Bulk Specific Gravity

The Contractor may use an aggregate bulk specific gravity (Gsb) of 2.650 in lieu of determining the shingle aggregate Gsb in accordance with MnDOT Lab Procedure 1205.

B.8.D Waste Materials

Do not allow extraneous materials including metals, glass, rubber, nails, soil, brick, tars, paper, wood, and plastics greater than 0.5 percent by weight of the graded aggregate as determined by material retained on the No. 4 [4.75 mm] sieve as specified in MnDOT Laboratory Procedure 1801.

B.8.E Stockpile

Do not blend an RAS stockpile with other salvage material. Do not blend MWSS and TOSS. The Contractor may blend virgin sand material with RAS to minimize agglomeration if the Contractor accounts for the blended sand in the final mixture gradation.

B.8.F Certification

Ensure the processor provides RAS certification on the following Department form "Scrap Asphalt Shingles from Manufacture Waste" or "Tear-Off Scrap Asphalt Shingles" at www.dot.state.mn.us/materials/bituminous.html

B.9 Crushed Concrete and Salvaged Aggregate

The Contractor may incorporate no greater than 50 percent of crushed concrete and salvaged aggregate in non-wear mixtures. Do not use crushed concrete in wearing courses.

B.10 Ash

Sewage sludge ash and waste incinerator ash are allowed as an aggregate source at a maximum of 5% of the total weight of the mixture. Sewage sludge ash for use as an aggregate source in wear or non-wear courses must be approved by examination with the Hazard Evaluation Process by MnDOT's Office of Environmental Stewardship.

B.11 Recycled Asphalt Pavement (RAP)

B.11.A Aggregate Angularity

Provide combined RAP and virgin aggregates that meet the composite coarse and fine aggregate angularity for the mixture being produced.

B.11.B Objectionable Material

Do not use RAP containing objectionable materials including metal, glass, wood, plastic, brick, or rubber.

B.11.C Asphalt Binder Content

Determine the asphalt binder content using the MnDOT Lab Manual Method 1851 and 1852.

B.11.D Bulk Specific Gravity

Determine the bulk specific gravity in accordance with MnDOT Laboratory Procedure 1205 or 1815.

C Quality

C.1..... Los Angeles Rattler Test
..... MnDOT Laboratory Procedure 1210

Ensure a coarse aggregate loss no greater than 40 percent.

C.2.....Soundness (Magnesium Sulfate)
..... MnDOT Laboratory Procedure 1219

Maximum loss after 5 cycles on the coarse aggregate fraction (material retained on No. 4 [4.75 mm] sieve for any individual source within the mix) as follows:

(1) Percent passing the ¾ in [19 mm] sieve to percent retained on the ½ in [12.5 mm] sieve, ≤ 14%,

(2) Percent passing the ½ in [12.5 mm] sieve to percent retained on the ⅜ in [9.5 mm]sieve, ≤18%,

(3) Percent passing the ⅜ in [9.5 mm] sieve to percent retained on the No. 4 [4.75 mm] sieve, ≤ 23%,

(4) For the composite if all three size fractions are tested, the composite loss ≤ 18%, and acceptance will be granted if:

(4.1) If the Contractor meets the composite requirement, but fails to meet at least one of the individual components, the Engineer may accept the source if each individual component is no greater than 110 percent of the requirement for that component.

(4.2) If the Contractor meets each individual component requirement, but fails to meet the composite, the Engineer may accept the source if the composite is no greater than 110 percent of the requirement for the composite.

Coarse aggregate that exceeds the requirements in this section for material passing the No. 4 [4.75 mm] sieve cannot be used.

C.3.....Spall Materials and Lumps
.....MnDOT Laboratory Procedure 1219

Stop asphalt production if the percent of spall or lumps measured in the stockpile or cold feed exceeds the values listed in Table 3139-3. Determine lump compliance by dry batching.

C.4.....Insoluble Residue Test
.....MnDOT Laboratory Procedure 1221

If crushed carbonate quarry rock (limestone or dolostone) is used the minus 75 µm **[#200]** sized portion of the rock insoluble residue shall not exceed 10% by weight. The insoluble residue test procedure is on file in the MnDOT Materials Laboratory.

Blending of sources and/or beds with an insoluble residue up to 15% is allowed to meet the 10% insoluble residue requirement. Individual beds thinner than 150 mm **[6 inches]** up to 5% of the total face height, are exempt from the 15% maximum insoluble residue requirement. However, the aggregate producer shall practice good quality control at all times and exclude poor quality stone to the extent practical, regardless of the bed thickness and/or pocket size and location.

No carbonate quarry rock from the Platteville Geological Formation is allowed.

D Gradation

Ensure the aggregate gradation broad bands meet the following requirements in accordance with AASHTO T-11 (passing the No. 200 [75 µm] wash) and AASHTO T-27.

Table 3139-2
Aggregate Gradation Broad Bands (percent passing of total washed gradation)

Sieve size	A	B	C	D
1 in [25.0 mm]	—	—	100	—
¾ in [19.0 mm]	—	100*	85 – 100	—
½ in [12.5 mm]	100*	85 – 100	45 – 90	—
⅜ in [9.5 mm]	85 – 100	35 – 90	—	100
No. 4 [4.75 mm]	60 – 90	30 – 80	30 – 75	65 – 95
No. 8 [2.36 mm]	45 – 70	25 – 65	25 – 60	45 – 80
No. 200 [0.075 mm]	2.0 – 7.0	2.0 – 7.0	2.0 – 7.0	3.0 – 8.0

* The Contractor may reduce the gradation broadband for the maximum aggregate size to 97 percent passing for mixtures containing RAP, if the oversize material originates from the RAP source. Ensure the virgin material meets the requirement of 100 percent passing the maximum aggregate sieve size.

Table 3139-3
Mixture Aggregate Requirements

Aggregate Blend Property	Traffic Level 2	Traffic Level 3	Traffic Level 4	Traffic Level 5
20 year Design ESAL's	<1 million	1 - 3 million	3 - 10 million	10 – 30 million
Min. Coarse Aggregate Angularity (ASTM D5821) (one face / two face), %- Wear (one face / two face), %- Non-Wear	 30/- 30/-	 55 / - 55 / -	 85 / 80 60/ -	 95 / 90 80 / 75
Min. Fine Aggregate Angularity (FAA) (AASHTO T304, Method A) %-Wear %-Non-Wear	 40 40	 42 40	 44 40	 45 40
Flat and Elongated Particles, max % by weight, (ASTM D 4791)	-	10 (5:1 ratio)	10 (5:1 ratio)	10 (5:1 ratio)
Min. Sand Equivalent (AASHTO T 176)	-	-	45	45
Max. Total Spall in fraction retained on the #4 [4.75mm] sieve – Wear Non-Wear	 5.0 5.0	 2.5 5.0	 1.0 2.5	 1.0 2.5
Maximum Spall Content in Total Sample – Wear Non-Wear	 5.0 5.0	 5.0 5.0	 1.0 2.5	 1.0 2.5
Maximum Percent Lumps in fraction retained on the #4 [4.75mm] sieve	0.5	0.5	0.5	0.5
Class B Carbonate Restrictions				
Maximum% -#4 [-4.75mm] Final Lift/All other Lifts	 100/100	 100/100	 80/80	 50/80
Maximum% +#4 [+4.75mm] Final Lift/All other Lifts	 100/100	 100/100	 50/100	 0/100

Max. allowable scrap shingles– MWSS[1] Wear/Non Wear	5/5	5/5	5/5	5/5
Max. allowable scrap shingles – TOSS[1] Final Lift/All other Lifts	5/5	5/5	0/5	0/0

(1) MWSS is manufactured waste scrap shingle and TOSS is tear-off scrap shingle.

3139.3 Permeable Asphalt Stabilized Stress Relief Course (PASSRC) and Permeable Asphalt Stabilized Base (PASB) Requirements

A Restrictions

Do not use recycled materials including glass, concrete, bituminous, shingles, ash, and steel slag.

B Gradation

The Gradation limits are also considered the Job Mix Formula (JMF) limits.

B.1 PASB

Table 3139-4
PASB Aggregate Gradation

Sieve Size	Percent Passing
1 ½ inch [37.5 mm]	100
1 inch [25.0 mm]	95 - 100
¾ inch [19.0 mm]	85 – 95
3/8 inch [9.5 mm]	30 – 60
No. 4 [4.75 mm]	10 – 30
No. 8 [2.36 mm]	0 – 10
No. 30 [600 µm]	0 – 5
No. 200 [75 µm]	0 – 3

B.2 PASSRC

Table 3139-5
PASSRC Aggregate Gradation

Sieve Size	Percent Passing
5/8 inch [16.0 mm]	100
1/2 inch [12.5 mm]	85 – 100
3/8 inch [9.5 mm]	50 – 100

No. 4 [4.75 mm]	0 – 25
No. 8 [2.36 mm]	0 – 5

C Quality

Requirements will meet all of 3139.2.C.

D Mixture Quality Requirements

Table 3139-6 Mixture Aggregate Requirements for PASSRC & PASB	
Aggregate Blend Property	
Coarse Aggregate Angularity (ASTM D5821) (one face/two face) %	
PASSRC (1)	95/-
PASB (1)	-/65
Fine Aggregate Angularity (FAA) (AASHTO T304, Method A) %	NA
Flat and Elongated Particles, max(2) % by weight, (ASTM D 4791)	NA
Clay Content (2) (AASHTO T 176)	NA
Total Spall in fraction retained on the 4.75mm [**#4**] sieve	3.0
Maximum Spall Content in Total Sample	5.0
Maximum Percent Lumps in fraction retained on the 4.75mm [**#4**] sieve	0.5

(1) Carbonate Restrictions: If Class B (as defined in 3139.2.B.2), crushed carbonate quarry rock (limestone or dolostone), is used in the mixture, or if carbonate particles in the material retained on the 4.75 mm [**No. 4**] sieve exceeds 55 percent, by weight, the minus 0.075 mm [# **200**] sieve size portion of the insoluble residue shall not exceed 10 percent.

3139.4 Ultra Thin Bonded Wearing Course (UTBWC) Requirements.

A. Restrictions

Do not use recycled materials including glass, concrete, bituminous, shingles, ash, and steel slag.

B. Coarse Aggregate

Provide a Class A aggregate, as defined in 3139.2.B.1, in accordance with the following requirements:

Table 3139-7 UTBWC Coarse Aggregate Requirements		
Tests	**MnDOT Laboratory Manual Method**	**Limit, %**
Flat and elongated ratio at 3:1	1208	≤ 25
Los Angeles Rattler Test (LAR)	1210	≤ 40
Bulk Specific Gravity	1204	

C. Fine Aggregate

Provide fine aggregate, passing the No. 4 [4.75 mm] sieve in accordance with the following requirements:

Table 3139-8 Fine Aggregate Requirements		
Tests	**Method**	**Limit, %**
Sand equivalent*	AASHTO T 176	≥ 45
Uncompacted void content	MnDOT Laboratory Manual 1206	≥ 40
Bulk Specific Gravity	MnDOT Laboratory Manual 1205	

3139.5 SAMPLING AND TESTING

Perform sampling, sieve analysis, lumps, crushing, and shale testing meeting the requirements of the MnDOT Laboratory Manual.

S - 68 (3590) EPOXY RESIN PAVEMENT MARKINGS (FREE OF TOXIC HEAVY METALS) (2013 VERSION)

The provisions of MnDOT 3590.3 are hereby deleted and replaced with the following:

3590.3 Specific Requirements

A Epoxy Resin Material

The material shall be composed of epoxy resins and pigments only. No solvents are to be given off to the environment upon application to a pavement surface.

The composition shall be within the tolerance permitted for the product tested and approved by MnDOT. Type II material shall be completely free of TMPTA (Tri-Methyol Propane Tri-Acrylate) and other multi-functional monomers.

All materials shall be free of lead, cadmium, mercury, hexavalent chromium and other toxic heavy metals as defined by the United States Environmental Protection Agency.

Color:

The color of the white epoxy shall be a pure flat white, free of tints. The color of the yellow epoxy shall closely match Color Number 33538 of Federal Standard 595 and shall conform to the following CIE Chromaticity limits using illuminant "C":

x | 0.470 | 0.485 | 0.520 | 0.480

y | 0.440 | 0.460 | 0.450 | 0.420

Daylight Directional Reflectance (Y), white, minimum 83

Daylight Directional Reflectance (Y), yellow, minimum 50

Testing will be according to:

Daylight Directional Reflectance .....ASTM D 2805

Color.....ASTM D 2805

Adhesion Capabilities:

When the adhesion of the material to portland cement concrete (the concrete shall have a minimum of 2 070 kPa [**300 psi.**] tensile strength) is tested according to American Concrete Institute Committee 403 testing procedure, the failure of the system must take place in the concrete. The concrete shall be 32°C [**0°F**] when the material is applied, after which the material shall be allowed to cure for 72 hours at 23 ± 2°C [**73 ± 36° F**].

Abrasion Resistance:

When the abrasion resistance of the material is tested according to ASTM C 501 with a CS-17 wheel under a load of 1000 grams for 1000 cycles, the wear index shall be no greater than 82. (The wear index is the weight in milligrams that is abraded from the sample under the test conditions).

Hardness:

The Type D durometer hardness of the material shall be not less than 75 nor more than 90 when tested according to ASTM D2240 after the material has cured for 72 hours at 23 ± 2°C [**73 ± 36° F**].

Tensile Strength:

The tensile strength of the material, when tested according to ASTM D 638, shall not be less than 41 370 kPa [**6,000 psi.**] after 72 hours cure at 23 ± 2°C [**73 ± 36° F**].

Compressive Strength:

The compressive strength of the material, when tested according to ASTM D 695, shall not be less than 82,700 kPa [**12,000 psi.**] after 72 hours cure at 23±2°C [**73 ± 36° F**].

Thickness:

The epoxy pavement marking wet film thicknesses shall be a minimum of 508 µm [**20 mil**] on all pavement surfaces. For the Spec 2360 SUPERPAVE wearing courses the epoxy pavement marking wet film thicknesses shall be increase from a minimum of 508 µm [**20 mil**] to a minimum thickness of 635 µm [**25 mil**] wet film.

B Glass Beads

Glass beads shall meet the requirements of AASHTO M247, Type I, and:

a. Coatings -- the beads shall be treated according to the manufacturers recommendations and meet the requirements of Section 4.4.2 of M247, and

b. Roundness-- the beads shall have a roundness of at least 80%.

For 508 µm [**20 mil**] applications, glass beads shall be applied at a rate of at least 3.0 kg/L [**25 pounds per gallon**]. A greater bead application rate may be necessary for meeting the performance criteria (minimum levels of retroreflectivity). This will require contractors to consult with all the material manufacturers.

Time to No-Track:

Type I material shall be in "no-tracking" condition in 15 minutes or less and within 45 minutes for Type II material. The "no-tracking" condition shall be determined on an application of specified thickness to the pavement and covered with glass beads at the rate of at least 3.0 kg/L **[25 pounds per gallon]**. The lines for this test shall be applied with striping equipment operated so as to have the material at manufacturer's recommended application temperature. This maximum "no-tracking" time shall not be exceeded when the pavement temperature varies from 10 to 49° C **[50 to 120° F]** and under all humidity conditions, providing the pavement is dry. The no-tracking time shall be determined by passing over the line with a passenger car or pickup truck at a speed of 40 to 55 km/hr **[25 to 35 mph]** in a simulated passing maneuver. A line showing no visual deposition of the material to the pavement surface when viewed from a distance of 15 m **[50 feet]** shall be considered as showing "no-tracking" and conforming to this requirement for time to "no-track."

S - 69 (3592) DROP-ON GLASS BEADS

The provisions of MnDOT 3592.3 are hereby deleted and replaced with the following:

3592.3 SPECIFIC REQUIREMENTS

Glass beads shall meet the requirements of AASHTO M247, Type I, "standard gradation" except the beads will have a minimum of 80 percent true spheres. The dual treated beads will meet the moisture resistant requirements of AASHTO M 247 Section 4.4.2 and pass the adherence treatment Dansyl Chloride Test. The moisture resistant silicone treated beads will meet AASHTO M 247 Section 4.2.2.

S - 70 (3891) STORM DRAIN INLET PROTECTION

The provisions of MnDOT 3891 are supplemented and/or modified with the following:

s 70.1 MnDOT 3891.3A Rock Log, is revised to read as follows:

Rock logs shall meet the requirements of 3897.2 Filter Log Type Rock Log.

s 70.2 MnDOT 3891.3B Compost Log, is revised to read as follows:

Compost logs shall meet the requirements of 3897.2 Filter Log Type Compost Log

S - 71 FINAL ESTIMATE AND FINAL PAYMENT (2013 VERSION)

The following provisions shall apply to preparation of the Final Estimate and execution of Final Payment under this Contract:

s 71.1 Final Estimate

State Law provides that the final estimate will be made within 90 days after completion of all work required under this Contract. If, however, the total value of the Contract exceeds $2,000,000.00, the 90 day requirement will not apply and the time allowed for making such final estimate shall be 180 days after the work under this Contract has been, in all things, completed to the satisfaction of the Commissioner.

s 71.2 Final Payment

If this Contract contains a "Disadvantage Business Enterprise or Targeted Group Business" goal, the following requirement shall apply:

"Before final payment is made, the Contractor shall also complete an affidavit showing the total dollar amounts of work performed by disadvantaged business enterprise (DBE) and targeted group business (TGB) and/or veteran-owned small business."

DIVISION SS – SIGNAL REQUIREMENTS

SS- 1 (1802) QUALIFICATION OF WORKERS

The provisions of MnDOT Specification 1802 are hereby supplemented with the following:

Signal and Lighting Certification will be required for all Contractors, Supervisors or Foremen involved in the field installation of the Traffic Signal and/or Lighting portion of this Project. Signal and Lighting Certification, Level II, is available through the MnDOT Office of Traffic, Safety, and Technology (OTST). Questions regarding certification or past certification may be directed to the MnDOT Office of Traffic, Safety, and Technology (OTST) at Telephone No. (651) 234-7055.

Certified Contractor personnel shall be on the Project work site at all times to perform or directly supervise the installation of a Traffic Signal System or a Lighting system.

SS- 2 (2565) REMOVE SIGNAL SYSTEM

This work shall consist of removing and salvaging items from the existing traffic control signal systems at the following intersections:

1. **REMOVE SYSTEM "A"** at the intersection of **Broadway and 16th Street SE** in Rochester, Olmsted County

Work shall be conducted in accordance with the applicable provisions of MnDOT 2565; with the current edition of the National Electrical Code; with the Plans; and as follows:

ss 2.1. General

The Contractor shall ensure that the existing traffic control signal systems are kept in operation at all times in accordance with the provisions of MnDOT 2565.3B. See SS-3 for allowable turn-off and traffic control requirements.

ss 2.2. The Contractor shall remove and dispose of materials and electrical equipment, as indicated in the Plans, including but not limited to:

1. Signal poles, foundations, T-bases, mastarms and bracketing
2. Pedestal foundations, bases, poles and bracketing
3. Pushbutton stations and bases
4. Handholes as indicated in the Plans
5. Luminaires
6. Existing signal wiring
7. Equipment pads
8. Signal cabinets

A. The Contractor shall salvage, and deliver to the City, existing materials and electrical equipment, as indicated in the Plans, including:

1. Signal poles and mast arms
2. EVP detectors and confirmatory lights
3. 5-section vehicle heads and background shields
4. 3-section vehicle heads and background shields
5. Pedestrian indications
6. APS pushbuttons
7. Video cameras
8. Signal cabinets
9. Signal cabinet equipment

B. Salvaged materials and electrical equipment that is delivered to the City shall be disassembled as directed by the Engineer. The salvaged materials and electrical equipment shall be delivered to the City of Rochester, 24 Civic Center Drive, Rochester, MN 55904. The Contractor shall notify the City of Rochester (telephone 507-328-2472) at least three (3) normal working days in advance of each time intending to drop off materials and electrical equipment.

C. All signal wire shall be removed, neatly bound, and delivered to the City.

D. Traffic control interconnect cables shall be salvaged by the Contractor and delivered to the City.

ss 2.3. Measurements and Payments

Removing and/or salvaging items from the existing traffic control signal systems at the intersections as contained in these Special Provisions and in the Plans will be measured as an integral unit and paid for as specified in MnDOT 2565.4 and MnDOT 2565.5 respectively for the following items:

Item No.	Item	Unit
2565.50	REMOVE SYSTEM "A	EACH

All delivery of salvaged materials to the City at the location specified herein shall be considered incidental for all costs relative to hauling the materials to, and depositing the materials, at the location specified herein.

SS- 3 (2565) TRAFFIC CONTROL SIGNALS

This work shall consist of furnishing and installing materials and electrical equipment; and installing City furnished materials as specified herein, all to provide a complete operating new hardwire interconnected coordinated full-traffic-actuated traffic control signal system at the intersection of **Broadway and 16th Street SE in the City of Rochester, Olmsted County**, in accordance with the applicable provisions of MnDOT 2565; with the current edition of the National Electrical Code; with the Plans; and as follows:

ss 3.1. General

A. The City of Rochester will furnish to the Contractor (at no expense to the Contractor) the following materials and electrical equipment for the Contractor to install:

1 One (1) traffic signal cabinet complete with actuated controller unit and all required signal control equipment. Equipment included in the cabinet can be verified by contacting the City to view the cabinet.

2 Eight (8) sets of anchor rods, nuts and washers to mount the City furnished traffic signal cabinet (one set = 1 anchor rod, nut, and washer).

3 One (1) 4-section rubber gaskets to be installed by the Contractor between the bottom of each traffic signal cabinet and the concrete foundation

4 Four (4) signal pole standard assemblies, including signal poles, mast arms, transformer bases, and luminaire extensions

5 Pedestal signal pole standard assemblies, including pedestal signal poles and bases as indicated in the Plans.

6 Four (4) video camera detection devices, including all cabinet electrical equipment and mounting hardware.

7 Sixteen (16) vehicle heads, including housings, visors, backplates and LED's.

8 Eight (8) APS units and Pedestrian Push Button Stations (mounting hardware not included).

9 Eight (8) pedestrian head countdown timers with mounting brackets.

10 Four (4) Emergency Vehicle Preemption (EVP) detectors and confirmatory lights, including all cabinet electrical equipment (Mounting hardware not included).

11 Four (4) LED luminaires (mounting and wiring hardware not included)

B. **Installation of City Furnished Materials**

The Contractor shall install the City furnished traffic signal cabinets each complete with actuated controller unit and all required signal control equipment described in (A) above; shall furnish and install all additional materials and electrical equipment to provide a complete operating traffic signal cabinet installation (which includes, but is not limited to: a cabinet concrete foundation as part of the equipment pad concrete foundation using City furnished anchor rods, nuts, and washers; bonding and grounding materials and connections; etc.); and shall make all field lead connections in each traffic signal cabinet as directed by the Engineer to make each traffic control signal system operational

The materials and electrical equipment described above will be furnished to the Contractor at the City of Rochester, 24 Civic Center Drive, Rochester, MN 55904. The Contractor shall pick up the City furnished materials and electrical equipment at the above-specified location and haul them to the job site. The Contractor shall notify the City of Rochester (telephone 507-328-2472 at least three (3) normal working days in advance of each time intending to pick up materials and electrical equipment.

THE ENGINEER SHALL BE NOTIFIED IN ADVANCE OF NOTIFICATION OF THE CITY.

Each cabinet shall be secured in an **upright position when transporting** it to the job site to insure that the cabinets will not topple and be damaged.

C. The City-furnished poles, T-bases, mastarms, and luminaire extensions as described in (A) above will be furnished to the Contractor at the City of Rochester, 24 Civic Center Drive, Rochester, MN 55904. The Contractor shall pick up the City furnished materials at the above-specified location and deliver them to the job site. The Contractor shall notify the City of Rochester (telephone 507-328-2472) at least three (3) normal working days in advance of each time intending to pick up materials and electrical equipment. **THE ENGINEER SHALL BE NOTIFIED IN ADVANCE OF NOTIFICATION OF THE CITY**. Care should be taken not to damage the paint on the components.

D. The contractor will be allowed to operate the intersection as an ALL-WAY STOP for a period of time as needed for the main contractor to accomplish the signal work. All signing shall be installed & maintained according to the MUTCD at the contractor's expense. A three-day notice is required before turning off the signal and installing the ALL-WAY STOP

E. Gopher State One Call

The Contractor must adhere to all requirements of Gopher State One Call including the following:

The Contractor is responsible for marking the proposed excavation area by utilizing white markings. The white markings must delineate the **actual excavation area** where the locating of underground facilities is required.

ss 3.2. Materials

A. Conduit

The Contractor shall furnish and install either non-metallic rigid conduit (N.M.C.), or Continuous Length Conduit (HDPE) at the locations indicated in the Plans. The size of the conduit shall be as indicated in the Plan. All conduit shall be in accordance with the following:

1. Rigid Non-Metallic Conduit (NMC) and Continuous Length Conduit (HDPE):

Shall be in accordance with MnDOT 3803, except as follows:

a. Shall be NRTL listed as being compliant with UL 651B.
b. All references to ASTM F 2160 shall be deleted.
c. Shall be Schedule 80 conduit and fittings for all installations.
d. Conduit fittings shall be appropriate for use with HDPE continuous length conduit.
e. Shall be capable of being installed by stitching, plowing, trenching, or directional boring methods.
f. Shall be either "GREY" or "RED" in color.
g. Shall be marked on the outside of conduit indicating the following:
    - Manufacturer's name
    - Size of conduit
    - Type of conduit (HDPE, etc.)
    - NRTL Certification Mark
    - Any other markings required by the N.E.C.
h. Before the cables and conductors are installed, non-metallic conduit bell ends **(appropriately sized for the HDPE type conduit)** shall be installed to prevent damage to the cables and conductors.
i. All conduit from concrete foundations to the nearest handhole shall be either rigid steel conduit (R.S.C.) or rigid non-metallic conduit (N.M.C.). **HDPE continuous length conduit is not allowed for use between concrete foundations and the nearest handhole.**

B. Handholes

New Handholes shall be MnDOT approved Handholes and Handhole Covers listed on the MnDOT Approved/Qualified Products Lists WEB site for Signals:

http://www.dot.state.mn.us/products/index.html

C. Mast Arms, Pole Standards and Luminaire Davits (Steel Requirements)

1. All steel used in construction of mast arm pole standards, mast arm extensions and luminaire davits shall be in accordance with the provisions of MnDOT 3310, and as follows:
    a. The plate steel used shall be ASTM A709 Gr. 50 (A572 Gr. 50)
    b. The sheet steel used shall be ASTM A1011 Gr. 50
    c. The structural coil used shall be ASTM A1018 Gr. 50

2. All steel used on mast arm pole standards, mast arms (including access covers), and luminaire davits shall be galvanized in accordance with the provisions of MnDOT 3394.

D. Mast Arm Pole Standards and Luminaires

All mast arm pole standards and luminaires shall be in accordance with the provisions of MnDOT 3831, except as follows:

1. Seal Mast Arm Standard Access Covers

The Contractor shall seal all 76 mm x 127 mm (3 inch by 5 inch) vertical pole shaft and mast arm handholes with a clear 100% silicone sealant to ensure a moisture free seal between the access cover and the handhole opening.

2. Luminaire Wiring

The 14-3 Signal control cable shall be run as one continuous piece from the signal service cabinet to the Luminaire. This cable shall not be spliced in the pole base.

The Contractor shall furnish and install a wire holder that supports the luminaire cable/conductors within the end of the luminaire slipfitter near the connection point of the luminaire. The MnDOT approved Wire Holders are listed on the MnDOT Approved/Qualified Products Lists WEB site for Signals:

http://www.dot.state.mn.us/products/index.html

3. Luminaires

All luminaires shall be furnished by the City to be installed by the Contractor. The supplied luminaires will be LED with photoelectric control.

4. Galvanization

Poles, Mast arms and Luminaire extensions shall be galvanized and not painted.

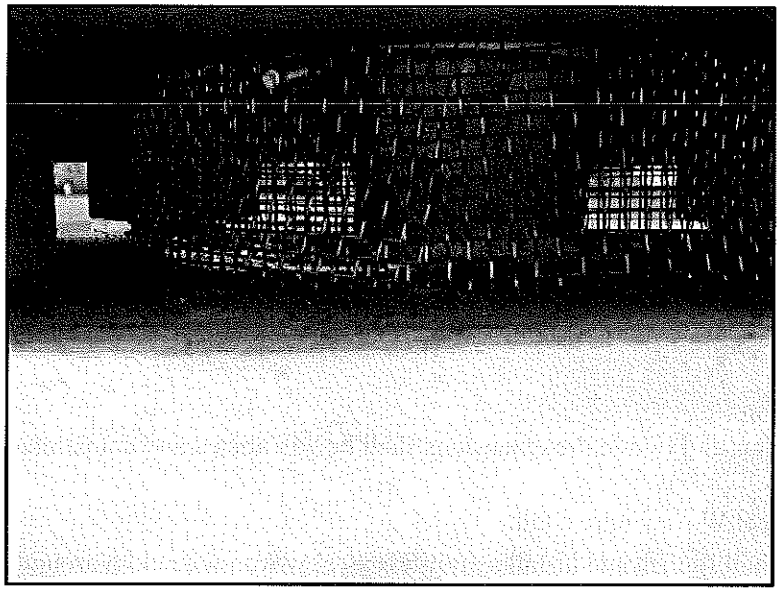
5. Stainless Steel Woven Wire Cloth

The Contractor shall furnish and install a **stainless steel** woven wire cloth around the opening at the bottom of the transformer base to the satisfaction of the Engineer. The woven wire cloth shall have a mesh of 5 x 5 per inch, a wire diameter of .041 inch, an opening width of .159 inch, with an open area of 63.2%.

The stainless steel woven cloth shall be inserted and wound around the transformer base opening (see pictures elsewhere in these Special Provisions) to prevent rodent entry. The woven cloth top edge shall be cut even and smooth and secured flush with self tapping screws to the upper edge of the transformer base opening. The woven cloth shall be connected at the overlap with either a small stainless steel or brass bolt and nut assembly. The Contractor shall ensure that the woven wire cloth bottom edge is smooth, flush with the transformer base concrete foundation, ends shall overlap at least two (2) inches, and secured, in a manner, that does not allow movement.

The entire woven mesh assembly shall be grounded in accordance with the National Electrical Code (NEC) requirements.

OUTSIDE VIEW FROM TOP OF CONCRETE FOUNDATION TO OPENING IN THE BOTTOM OF THE TRANSFORMER BASE:



INSIDE TRANSFORMER BASE VIEW:

E. Traffic Signal Pedestals

The City shall furnish and Contractor install traffic signal pedestal shafts and pedestal bases at the locations indicated in the Plans. Each traffic signal pedestal shaft and pedestal base shall be in accordance with the applicable provisions of MnDOT Standard Plate No. 8122, MnDOT 3832, and as follows:

1. Pedestal Shaft:

   Shall be in accordance with the applicable provisions of MnDOT 3832 and MnDOT Standard Plate No. 8122 and as follows:

   a. Shall be steel.

2. Pedestal Base:
   a. Shall be aluminum.
   b. Shall have an anodic coating as per MIL-A-8625C for Type II, Class I Coating.
   c. Shall meet or exceed current American Association of State Highway and Transportation Officials (AASHTO) breakaway requirements. Test reports from a Federal Highway Administration (FHWA) approved independent laboratory shall be provided certifying that the pedestal base has been tested and meets all requirements. A statement of certification from the FHWA stating such tests have been accepted and approved shall be supplied by the manufacturer.

3. Pedestal Base Access Door:
   a. Shall be aluminum.
   b. Shall have an anodic coating as per MIL-A-8625C for Type II, Class I Coating.
   c. The access door shall lock on the inside top, and shall have a fixed catch(es) on the inside bottom of the access door. The locking method shall be as specified on MnDOT Standard Plate 8122.

4. Anchor Rods:

   Anchor rods, nuts, and washers shall conform to the requirements of MnDOT Standard Plate No. 8112 and shall be galvanized full length in accordance with the provisions of MnDOT 3392.

5. Pedestal Washers:

   Each pedestal washer shall be in accordance with MnDOT Standard Plate No. 8129.

6. Pedestal Reinforcing Collars (Wind Collars):

   The City shall furnish and Conctractor install pedestal reinforcing collars on each pedestal shaft. The pedestal reinforcing collars shall be MnDOT approved Pedestal Reinforcing Collars as listed on the MnDOT Approved/Qualified Products List WEB site for Signals:

   http://www.dot.state.mn.us/products/index.html

7. Pedestal Cap:

   The City shall furnish and Conctractor install pedestal cap shall be furnished and installed atop each pedestal shaft when straight mount plumbizers are used for signal and pedestrian head mounting. The caps shall be fabricated from aluminum.

   The Pedestal Caps shall have an anodic coating as per MIL-A-8625C for Type II, Class I Coating.

The pedestal caps shall be MnDOT approved pedestal caps as listed on the MnDOT Approved/Qualified Products List WEB site for Signals:

http://www.dot.state.mn.us/products/index.html

8. Pedestal Slipfitter Collars:

A pedestal slipfitter collar as detailed in MnDOT Standard Plate No. 8111 shall be furnished and installed atop each pedestal shaft when a pedestrian signal indication is installed on the top of the pedestal shaft or when signal head bracketing is used--- the Contractor shall check with the Engineer before procurement for the number of 1½ inch inside threaded hubs (side openings) in the pedestal slipfitter collar to be ordered from the signal supplier. The ornamental caps shall be fabricated from aluminum.

The Pedestal Slipfitter Collars shall have an anodic coating as per MIL-A-8625C for Type II, Class I Coating.

F. Straight and Angle Mount Plumbizers

The City shall furnish and Contractor install straight or angle mount plumbizers at locations as indicated in the plan.

The straight and angle mount plumbizers shall be MnDOT approved straight or angle mount plumbizers as listed on the MnDOT Approved/Qualified Products List WEB site for Signals:

http://www.dot.state.mn.us/products/index.html

G. Angle and Straight Mount Caps

The City shall furnish and Contractor install angle and straight mount caps at locations as indicated in the plan.

The angle and straight mount caps shall be MnDOT approved angle and straight mount caps as listed on the MnDOT Approved/Qualified Products List WEB site for Signals:

http://www.dot.state.mn.us/products/index.html

H. Threaded Hub and Flange Pole Adaptor

The City shall furnish and Contractor install threaded hub and flange pole adaptors at locations as indicated in the plan.

The threaded hub and flange pole adaptors shall be MnDOT approved threaded hub and flange pole adaptors as listed on the MnDOT Approved/Qualified Products List WEB site for Signals:

http://www.dot.state.mn.us/products/index.html

I. Terminal Blocks

Terminal blocks shall be in accordance with the provisions of MnDOT 2565.3J5.

All terminal blocks shall be coated with a pole base terminal block coating. MnDOT approved Pole Base Terminal Block Coatings are listed on the MnDOT Approved/Qualified Products Lists WEB site for Signals:

http://www.dot.state.mn.us/products/index.html

The coating of the terminal block shall include spraying the terminal connections and the exposed wire ends where crimped to the spade connector.

J. Electrical Cables and Conductors for Traffic Signal Systems

All electrical cables and conductors for traffic signal systems shall be in accordance with the applicable provisions of MnDOT 3815, and as specified herein.

1. Cable Markings:

All electrical cables, except Loop Detector Lead-in Cable - IMSA 50-2 and the 3/C #20 Emergency Vehicle Preemption (EVP) Detector Cable used in signal system construction shall have the jacket surface ink printed with the following information:

a. Manufacturer Name
b. Year of Manufacture (Date Code)
c. Type of Wire or Cable (i.e. TC, XHHW-2, THWN)
d. Size and Number of Conductors
e. Voltage Rating
f. Conductor Insulation Rating
g. Nationally Recognized Testing Laboratory (NRTL) Certification Mark indicating the cable is listed. [i.e. UL, ITSNA (ETL), CSA]
h. Labeled as sunlight resistant (Sun Res), direct burial (Dir Bur), Oil Resistant 1 (Oil Res 1)

Signal Control Cable shall have additional markings as follows.

a. Traffic Signal Cable
b. Foot Markers
c. -35° C Cold Bend

Loop Detector Lead-in Cable - IMSA 50-2 shall meet the marking requirements set forth in the International Municipal Signal Association (IMSA) specification.

Emergency Vehicle Preemption (EVP) Detector Cable (3C # 20) shall be surface marked in accordance with the National Electrical Code (NEC) and shall have additional markings as follows:

a. Labeled as sunlight resistant, direct burial
b. Year of Manufacture (Date Code)
c. Conductor Insulation Rating
d. Foot Markers

All cable markings shall be repeated at intervals not exceeding 24 inches on the jacket surface.

2. Signal Control Cable:
   a. All signal control cable shall be listed by a National Recognized Testing Laboratory (NRTL) as defined by the U.S. Department of Labor. The testing laboratory must be listed by OSHA in its scope of recognition for the applicable tests being conducted as required by this specification. A list of recognized testing labs for products sold in the United States may be found on the U.S. Department of Labor's web site:

http://www.osha.gov/

b. The cables shall be tested by an NRTL and shall meet all of the following listed specifications and general requirements:

UL 44

UL 1277

UL 1685

c. All signal control cable shall conform to the following :

ICEA T-29-520

ICEA T-30-520

ICEA S-73-532 (NEMA WC 57)

d. Shall be suitable for use at 90°C in wet or dry locations

Note: This cable will be submersed in water for long periods of time

e. Shall be suitable for direct burial
f. Shall be sunlight resistant
g. Shall be rated for 600 Volts
h. Shall be rated as a Tray Cable
i. Shall have a cable designation of XHHW-2
j. Shall be #14 AWG
k. Each conductor shall be a Class B (7 strand) soft drawn, bare or tinned copper per ASTM B3, ASTM B8 and ASTM B33
l. Shall be constructed with circuit identification in accordance with method 1 of ICEA S-73-532 (NEMA WC-57) Table E-1 except as modified below.

3 Conductor:

1. Black
2. White
3. Green

4 Conductor:

1. Black
2. White
3. Red
4. Black/Red stripe
5.

6 Conductor:

1. Black
2. White
3. Red
4. Black/Red stripe
5. Orange
6. Blue

12 Conductor:

1. Red

2. Orange
3. Blue
4. White
5. Black/Red stripe
6. Orange/Black Stripe
7. Blue/Black Stripe
8. White/Black Stripe
9. Black
10. Black/White Stripe
11. Red/Black Stripe
12. White/Red Stripe

m. Shall have a minimum average insulation thickness of 30mils
n. Shall be constructed using a tape binder
o. Shall have a cable jacket that has a substantially circular cross-section. The outer cable jacket shall not be convoluted and shall not have a ropy appearance.
p. Shall have non-hygroscopic fillers used in the interstices of the cables where necessary to give the completed cable assembly a circular cross-section.
q. Fillers made of Jute or Paper are not acceptable.
r. Shall have a rip cord between the outer jacket and the tape binder
s. Bare copper or tinned wires are acceptable
t. Outer jacket of the 4 conductor cable shall have **maximum** diameter of 0.480 inches.
u. Outer jacket of the 6 conductor cable shall have **maximum** diameter of 0.560 inches.
v. Shall carry an oil resistance level 1
w. Shall meet a -35° C (-31° F) cold bend test
x. For cables employing a PVC jacket a low migration grade of PVC is required
y. The cable jacket shall pass the 7 day (168 hr) oven age test @ 121° C (249.8° F) per UL 1581
z. This cable carries multiple ratings. Where the requirements of different ratings are in conflict the more stringent specification shall be the parameter the cable is required to meet.
aa. The manufacturer shall provide to Minnesota Department of Transportation (MnDOT) the test qualification report from the NRTL stating that the submitted cable meets all the requirements of this specification.
bb. Once a cable has been accepted by MNDOT as meeting the requirements of this specification no substitution of materials will be allowed unless the manufacturer has received written permission from MnDOT allowing the substitution.

All field wiring terminations shall be as indicated on the field wiring diagram included in the Plan set.

3. The following cables are not required to be listed by a Nationally Recognized Testing Laboratory (NRTL):

   2/c #14 (Loop Detector Lead-in Cable)

   3/C #20 (EVP cable)

4. Loop Detector Lead In Cable

   Shall be in accordance with 3815.2C4(b)

K. Vehicle Signal Faces (Poly-Carbonate)

All new vehicle signal faces shall be in accordance with the applicable provisions of MnDOT 3834, except as follows:

All vehicle signal faces, visors, and background shields shall be fabricated with ultraviolet and heat stabilized black poly-carbonate materials, conforming to I.T.E. requirements.

MnDOT approved Poly-Carbonate Signal Heads are listed on the MnDOT Approved/Qualified Products Lists WEB site for Signals:

http://www.dot.state.mn.us/products/index.html

The City shall furnish and Contractor install a metal support plate (supplied by the signal head Manufacturer) on the inside of the signal indication at the attachment point of the straight or angle mount plumbizer (one plate each for inside the upper and lower signal housing at the attachment point).

Vehicle signal faces shall utilize either straight or angled mounts. The mounts shall be in accordance with these special provisions and as detailed in the Plan.

The City shall furnish and Contractor install signal head mounting spacers when mounting a four or five section signal face. See attached diagram located elsewhere in these Special Provisions.

MnDOT approved mounting spacers are listed on the MnDOT Approved/Qualified Products Lists WEB site for Signals:

http://www.dot.state.mn.us/products/index.html

The City shall furnish and Contractor install the required through-bolts for connecting the individual sections. See attached diagram located elsewhere in these Special Provisions.

In all cases, two sections of the vehicle signal head shall be mounted below the straight or angled mount with the remaining sections mounted above the straight or angled mount. The indications above or below the straight or angled mount shall be fastened together by means of a noncorrosive 3-bolt mounting assembly. The 3-bolt mounting assembly shall utilize locknuts to prevent the assembly from loosening.

The installation of the vehicle signal faces shall be to the satisfaction of the Engineer.
All "Red", "Yellow", and "Green" signal indications shall utilize light-emitting diode (LED) units.
MnDOT approved LED Signal Indications are listed on the MnDOT Approved/Qualified Products Lists WEB site for Signals:

http://www.dot.state.mn.us/products/index.html

1. City of Rochester

The Contractor shall, to the satisfaction of the Engineer, affix to the back of each "LED" signal indication a permanent label, or permanently marked (utilizing a "oil based paint marker") with the actual date of installation. The oil based paint marker shall be a contrasting color to ensure that the date can be easily read.

L. Pedestrian Signal Faces with Countdown Timers

The City shall furnish and Contractor install poly-carbonate pedestrian signal faces with countdown timers. MnDOT approved Pedestrian Signal Faces with countdown timers are listed on the MnDOT Approved/Qualified Products Lists WEB site for Signals:

http://www.dot.state.mn.us/products/index.html

The pedestrian indications with countdown timer shall utilize Light-emitting Diode (LED) Units listed on the MnDOT Approved/Qualified Products Lists WEB site for Signals:

http://www.dot.state.mn.us/products/index.html

The Contractor shall provide, to the Engineer, four (4) copies of product documentation as required by MnDOT 3835 and the copies shall be distributed, by the Engineer, as follows:

1. City of Rochester

M. Blank

N. Accessible Pedestrian Signals (APS) – (Audible Pedestrian Push Button Units and Associated Traffic Signal Cabinet Equipment)

The City shall furnish and Contractor install "Accessible Pedestrian Signals (APS)". MnDOT approved "Accessible Pedestrian Signals (APS)" are listed on the MnDOT Approved/Qualified Products Lists WEB site for Signals:

http://www.dot.state.mn.us/products/index.html

All Accessible Pedestrian Signals (APS) components with the exception of the push button units shall be installed by the Contractor in the signal cabinets.

Signs required for APS pushbuttons are incidental and shall be furnished by the City and installed by the Contractor.

Department of Public Works
201 4th Street SE, Room 108
Rochester, MN 55904-3740
(507) 328-2400

Accessible Pedestrian Signal (APS)
ORDER FORM
(Fill out one form per intersection)
Intersection: South Broadway and 16th Street

Total Qty of Pedestrian Push Buttons 8

Control Board: One needed for each intersection — **Qty** 1
CCU: (Central Control Unit) One needed for each intersection — **Qty** 1
CONFIG: (Configurator) One needed for each intersection — **Qty** 1

Push Button and Sign Braille Information

Button	Arrow Direction R/L	Button	Street Name (Street Being Crossed)
PB2-1	**Left**	PB2-1	**16th Street**
PB2-2	**Right**	PB2-2	**16th Street**
PB4-1	**Left**	PB4-1	**South Broadway**
PB4-2	**Right**	PB4-2	**South Broadway**
PB6-1	**Left**	PB6-1	**16th Street**
PB6-2	**Right**	PB6-2	**16th Street**
PB8-1	**Left**	PB8-1	**South Broadway**
PB8-2	**Right**	PB8-2	**South Broadway**

Custom Voice Message Details

Voice on Location and Walk Message(s) Please give phonetic pronunciation on difficult street names so that the message will be recorded correctly.
*Note that unless Street, Drive, Avenue etc…are absolutely necessary for intersection identification, it is recommended to not include them in the verbal message.

PB2-1

Wait Message:
Wait to Cross **16th** (Street Being Crossed) **at** **South Broadway** (Intersecting Street)

Walk Message:
16th (Street Being Crossed) **Walk sign is on to cross** **16th** (Street Being Crossed)

PB2-2

Wait Message:
Wait to Cross **16th** **at** **South Broadway**

	(Street Being Crossed)		(Intersecting Street)
Walk Message:			
	16th (Street Being Crossed)	**Walk sign is on to cross**	**16th** (Street Being Crossed)

PB4-1

Wait Message:			
Wait to Cross	**South Broadway** (Street Being Crossed)	**at**	**16th** (Intersecting Street)
Walk Message:			
	South Broadway (Street Being Crossed)	**Walk sign is on to cross**	**South Broadway** (Street Being Crossed)

PB4-2

Wait Message:			
Wait to Cross	**South Broadway** (Street Being Crossed)	**at**	**16th** (Intersecting Street)
Walk Message:			
	South Broadway (Street Being Crossed)	**Walk sign is on to cross**	**South Broadway** (Street Being Crossed)

PB6-1

Wait Message:			
Wait to Cross	**16th** (Street Being Crossed)	**at**	**South Broadway** (Intersecting Street)
Walk Message:			
	16th (Street Being Crossed)	**Walk sign is on to cross**	**16th** (Street Being Crossed)

Department of Public Works
201 4th Street SE, Room 108
Rochester, MN 55904-3740
(507) 328-2400

PB6-2

Wait Message:			
Wait to Cross	**16th** (Street Being Crossed)	**at**	**South Broadway** (Intersecting Street)
Walk Message:			
	16th (Street Being Crossed)	**Walk sign is on to cross**	**16th** (Street Being Crossed)

PB8-1

Wait Message:			
Wait to Cross	**South Broadway** (Street Being Crossed)	**at**	**16th** (Intersecting Street)
Walk Message:			
	South Broadway (Street Being Crossed)	**Walk sign is on to cross**	**South Broadway** (Street Being Crossed)

PB8-2

Wait Message:			
Wait to Cross	**South Broadway** (Street Being Crossed)	**at**	**16th** (Intersecting Street)
Walk Message:			
	South Broadway (Street Being Crossed)	**Walk sign is on to cross**	**South Broadway** (Street Being Crossed)

O. Equipment Pad

The Contractor shall furnish and install an equipment pad as detailed in the Plans and specified in these Special Provisions.

The equipment pad shall contain the following:

1. Traffic signal cabinet and control equipment.

(CABINET AND CONTROL EQUIPMENT TO BE FURNISHED BY THE CITY AND INSTALLED BY THE CONTRACTOR.)

2. Signal Service Cabinet.

(SIGNAL SERVICE CABINET TO BE FURNISHED AND INSTALLED BY THE CONTRACTOR)

P. Circuit Breaker Load Center

The City shall furnish and Contractor install a signal service cabinet with positions for battery back-up equipment. Mn/DOT approved Signal Service Cabinets and Battery Back-up Equipment are listed on the Mn/DOT Approved/Qualified Products Lists WEB site for Signals:

- one (1) 2-pole, 100 amp main circuit breaker.
- one (1) 1-pole, 60 amp circuit breaker for the signal system.
- up to four (4) 1-pole, 15 amp circuit breakers for street lighting (one circuit breaker for each luminaire).

The circuit breakers shall be mounted in a NEMA 3R raintight enclosure for outdoor use. Circuit breakers shall be single pole, 120/240 volt, AC, 60 Hz., clearly marked with the "ON" and "OFF" positions, and identified with the load which it is carrying. If lugs are required for power conductor connections in each load center, they shall be copper and solderless (set screw type). The circuit breakers and the load center enclosure shall be of the same manufacturer and shall be approved by the Engineer before installation. The raintight enclosure shall have provisions for a padlock (furnished by others). The circuit breaker enclosure shall be mounted to the satisfaction of the Engineer.

All circuit breakers shall be plainly marked in a manner that will not deteriorate with moisture or age, using Engineer-approved permanent labels.

All circuit breakers shall be fully magnetic and of a type stocked and readily available from local suppliers.

Screws, nuts, and washers to attach the enclosure to the signal control cabinet shall be galvanized in accordance with the provisions of MnDOT 392; and shall be four (4) in quantity. A rubber seal shall be furnished and installed by the Contractor to provide a weather-tight seal to the signal control cabinet. A two-inch diameter hole with rubber grommet shall connect the enclosure to the signal control cabinet.

The Contractor shall make all arrangements with the power company (Rochester Public Utilities) for power connection at the signal.

See the electrical details in the lighting plans for electrical wiring to connect to the contactor panel controlling the luminaires. The RPU feed shall be connected to a double lug in the circuit breaker load center with the second lug feeding the lighting cabinet.

Q. Signal Service Cabinet (with Positions for Battery Back-up Equipment)

The City shall furnish and Contractor install a signal service cabinet with positions for battery back-up equipment. MnDOT approved Signal Service Cabinets and Battery Back-up Equipment are listed on the MnDOT Approved/Qualified Products Lists WEB site for Signals:

http://www.dot.state.mn.us/products/index.html

The Contractor shall furnish and install in the Signal Service Cabinet:

1. Batteries

The following shall be eliminated from the Signal Service Cabinet:

2. Photoelectric Control
3. Meter Socket

R. Emergency Vehicle Preemption System

The Emergency Vehicle Preemption (EVP) System shall consist of four (4) Emergency Vehicle Preemption (EVP) detectors and confirmatory lights, including all cabinet electrical equipment (mounting hardware not included) as provided by the Contractor. The Contractor shall install the EVP detectors and confirmatory lights. All mounting materials required for installing the EVP system shall be considered incidental to the project.

S. EVP Mounting Equipment

Emergency Vehicle Preemption mounting equipment shall be as follows:

1.EVP Round Outlet Box

The EVP round outlet box for wire splicing shall be as follows:

a. Shall be sized nominal 4 inch diameter by nominal 1-1/2 inch deep
b. Shall be cast aluminum.
c. Shall be UL Listed.
d. Suitable for wet locations.
e. Shall have four (4) threaded openings to support ¾ inch conduit: top, bottom, and the two sides, all with threaded caps.
f. Shall have one (1) threaded opening to support a ¾ inch conduit on back of outlet box with threaded cap.
g. Shall have a galvanized or zinc plated screw-on cover with weather seal and suitable for wet locations.
h. Shall have threaded nipples with locking washers sized to fit the round outlet box for the all attached appurtenance's.

2.EVP Conduit Outlet Body

The EVP conduit outlet body for mounting the EVP detector unit to the EVP round outlet box shall be as follows:

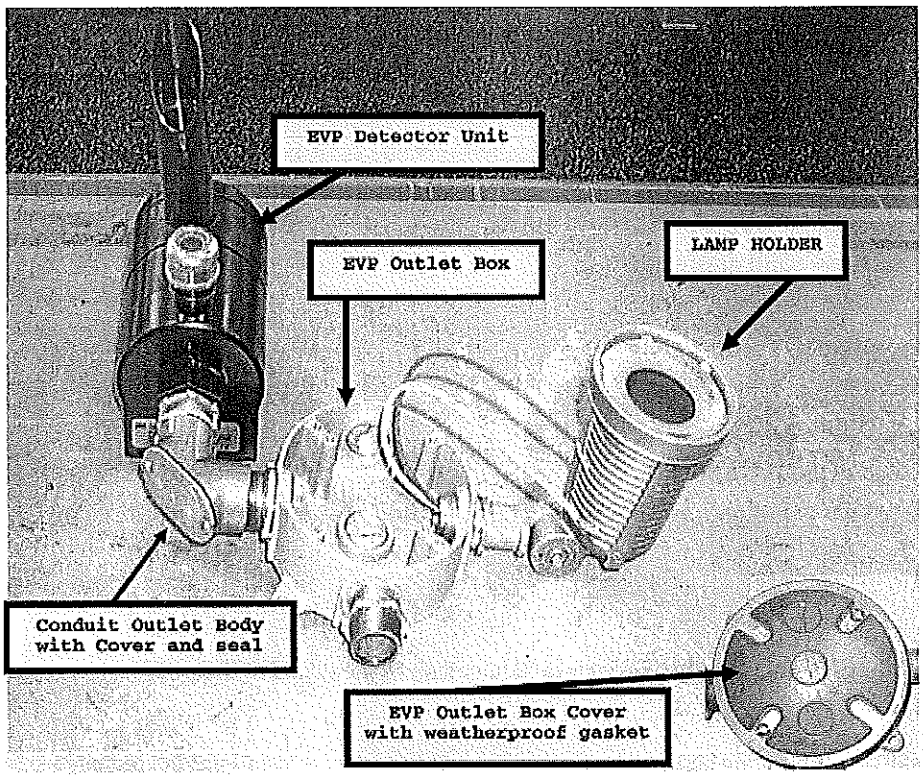
a. Shall be 90 degrees.
b. Shall have a screw-on cover with weather seal.
c. Shall have male threaded end and a female threaded end.
d. Shall be UL Listed.
e. Suitable for wet locations.

3.EVP Verify Lamp Holder

MnDOT approved EVP Verify Lamp Holders for EVP confirmatory lights are listed on the MnDOT Approved/Qualified Products Lists WEB site for Signals:

http://www.dot.state.mn.us/products/index.html

The following is a picture of the individual EVP components:



T. EVP Detector Cable

Emergency Vehicle Preemption (EVP) detector cable shall be in accordance with the provisions of MnDOT 3815.2C5, except that the shield shall be aluminized polyester with a minimum ¼ inch overlap.

U. Emitter Activated Emergency Vehicle Preemption (EVP) Systems

MnDOT approved Emergency Vehicle Preemption Systems – Emitter Activated Preemption Systems are listed on the MnDOT Approved/Qualified Products Lists WEB site for Signals:

http://www.dot.state.mn.us/products/index.html

V. Video Detection Camera

The City shall furnish and Contractor install the video detection cameras and all required mounting hardware.

One approved vender is Brown Traffic Products, Inc.

The following part number shall apply:

Iteris, Inc.
Model Number: RZ-4 Advanced
Website: http://www.iteris.com/upload/datasheets/RZ4Advanced.pdf

W. Splice Vault

The City shall furnish and Contractor install the standard splice vault.

One approved vender is Graybar.

The following part numbers shall apply:

Hubbell Incorporated
Part Numbers:
Box: Quazite PG3048BA24
Cover: Quazite PG3048CA0009
Website: http://www.hubbellpowersystems.com/quazite/QZ-1cat/QZ-1-33.pdf

X. Signs

The Contractor shall furnish and install all mast arm mounted signs incidental to item 2565.511 FULL T ACT T CONTROL SIGNAL SYSTEM.

The Contractor will salvage conflicting signs. The Contractor will furnish and install ground mounted signs, including "Signal Ahead" and "One Way" signs.

ss 3.3. Construction Requirements

A. Conduit Installation

Conduit shall be installed in accordance with MnDOT 2565.3D, except as follows:

1. Continuous Type HDPE Non-Metallic Conduit:

Except for under existing pavements, underground Continuous Type HDPE Conduit shall be placed by trenching, stitching, plowing, or other method approved by the engineer. Under existing pavements, Continuous Type HDPE Non-Metallic Conduit shall be placed as specified in 2565.3D2b.

2. Rigid Non-Metallic Conduit Joints:

The Contractor shall install appropriate sized long line couplings when installed under existing roadway surfaces

The applied PVC joint cement shall be allowed to set-up for **six (6) hours** before pulling the conduit through a directional bored channel.

B. Handhole Installation

The Contractor shall install handholes in accordance with the provisions of MnDOT 2565.3E and as follows:

The required aggregate drain bed below the handhole shall be **compacted** before installation of the handhole.

Conduit holes located in handhole barrel section shall be sized no more than 1 inch larger than the size of the conduit being used.

All handholes shall be backfilled **after** the frame casting and cover have been installed onto the handhole.

C. Anti-Seize Lubricant

The contractor must apply Brush on Anti- Seize lubricant to all threaded portions of the signal system prior to assembly. The following is list of assemblies that require anti-seize lubricant:

Mast arm pole standard anchor rods above concrete foundations
Mast arm pole to transformer base bolts
Traffic signal cabinet anchor rods above concrete foundations
Signal Service cabinet anchor rods above concrete foundations
Traffic signal pedestals anchor rods above concrete foundations
Traffic signal pedestal base and shaft
Pedestal base shaft set screws
Pedestal shaft caps
Pedestal base access door locking screw
Blind threaded inserts (rivet nuts)
Threaded hub and flange pole adaptor
Bolt on hub and flange
Straight and angle mount plumbizers
Pedestal reinforcing collars
Signal bracketing (where used)
APS mounting hardware and sign mounting hardware

Application of the brush-on anti-seize lubricant to all threaded portions of the signal system shall be to the satisfaction of the Engineer.

D. Equipment Pad Concrete Foundation

The equipment pad concrete foundation shall be installed at the location staked by the Engineer and shall be constructed as detailed in the Plans.

The cabinet concrete foundation for the Department furnished traffic signal cabinet and control equipment shall be installed as part of the equipment pad concrete foundation using Department furnished anchor rods, nuts, and washers to mount the cabinet. The anchor rods shall project above the concrete foundation to accommodate the13 mm (1/2 inch) thick gasket. The Contractor shall install the Department furnished rubber gasket sections between the bottom of each cabinet base and the concrete foundation. The Contractor shall leave one 13 mm (1/2 inch) gap in the gasket to ensure proper water drainage.

The cabinet concrete foundation for the signal service cabinet type SSB shall be installed as part of the equipment pad concrete foundation using anchor rods, nuts, and washers supplied by the SSB cabinet manufacturer. The anchor rods shall project above the concrete foundation to accommodate the13 mm (1/2 inch) thick gasket. The Contractor shall install the cabinet manufacturer supplied rubber gasket sections between the bottom of each

cabinet base and the concrete foundation. The Contractor shall leave one 13 mm (1/2 inch) gap in the gasket to ensure proper water drainage.

E. Signal Service Cabinet

The Contractor shall install the signal service cabinet on the equipment pad concrete foundation as detailed in the Plan and to the satisfaction of the Engineer.

F. "As Built Plans"

The Contractor shall furnish "as built Plans" that contain any **changes** in the following:

- types of foundations
- pole locations
- length of mast arms
- signal bracketing or signal mounts
- conduit sizes
- conduit runs
- number of handholes
- handhole locations
- wiring
- size of detection
- type of detection
- cable path
- other items as required by the Engineer

Any discrepancy or additions between the final plan and how the signal was actually built **must be indicated** on the "as built plan".

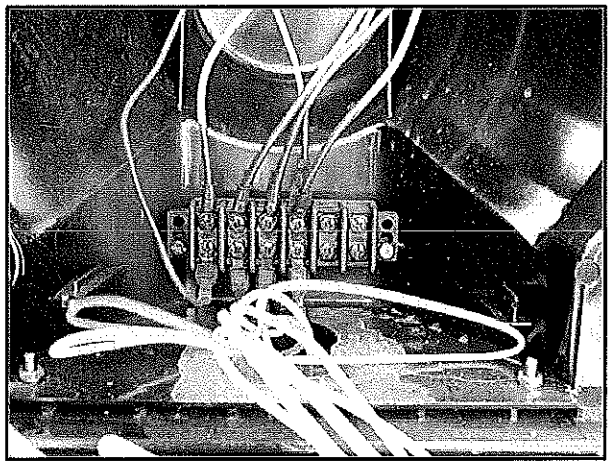
The "as built Plans" shall be in a form that is satisfactory to the Engineer.

G. Wiring

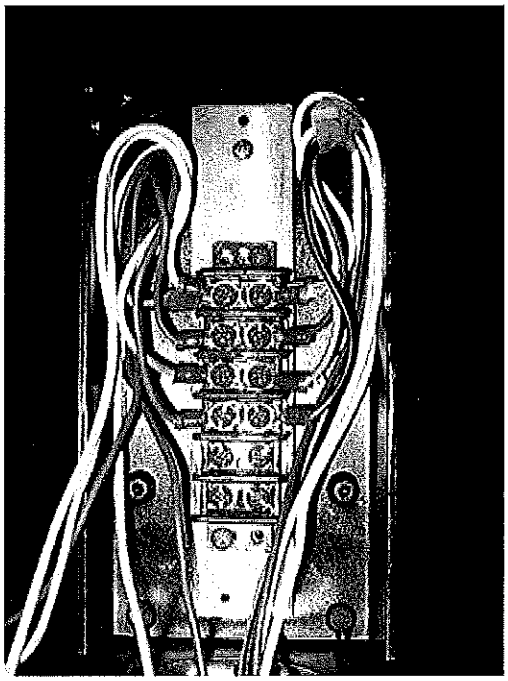
All wiring shall be in accordance with the Plan and MnDOT 2565.3J, except as follows:

a. Vehicle and Pedestrian Signal Faces

For horizontally mounted terminal blocks termination of the signal control cable running from the pole base into signal face shall be terminated with the forks of the spade lug pointing down.



For vertically mounted terminal blocks termination of the signal control cable running from the pole base into signal face shall be terminated with the spade lug mounted horizontally and a loop of wire extending up from the terminal block at least 3 inches above the block and then a loop back down to exit the head for termination in the pole base.



After the conductors have been properly terminated the entire terminal block and the spade lugs shall be sprayed with pole base terminal block coating.

MnDOT approved Pole Base Terminal Block Coatings are listed on the MnDOT Approved/Qualified Products Lists WEB site for Signals:

http://www.dot.state.mn.us/products/index.html

The coating of the terminal block shall include spraying the terminal connections and the exposed wire ends where crimped to the spade connector.

b. Labeling

Labels to identify cables and conductors, except the individual conductors terminated at the cabinet fuse panels, shall consist of white vinyl adhesive tape wrapped around the cable. The labeling shall be hand written on the vinyl adhesive tape or produced with a label maker. If label marking is handwritten, the labeling shall be accomplished by utilizing a black permanent marker, in such a manner, that the markings are legible to the satisfaction of the Engineer. Labels produced with a label maker shall be suitable for use in wet locations, and this label must wrap around the cable one complete revolution with some overlap.

Labels to identify the individual conductors terminated at the cabinet fuse panels, shall utilize either machine printed labels, embossed plastic labels, vinyl adhesive pre-printed labels, or sleeve type labels placed around each conductor.

H. Bonding and Grounding

All bonding and grounding shall be in accordance with the provisions of MnDOT 2565.3H, except as follows:

1. All ground rod electrodes shall be UL Listed.
2. All ground rod electrodes shall be a single piece non threaded 5/8 inch diameter by 15 foot long copper clad ground rod.
3. The ground rod electrode in a pedestal foundation shall be placed slightly off center in the pedestal foundation as specified in the plans.
4. The ground rod electrode for signal poles (PA85, PA90, PA100) shall be placed in the nearest hand hole adjacent to the signal pole foundation as shown on the field wiring diagram of the plan. Grounding of the signal poles shall be accomplished by bonding together the #6 AWG, stranded, insulated green grounding conductor that runs from the traffic signal cabinet to the ground rod electrode and thru to the pole base. The ground rod electrode shall be placed in the hand hole with the top of the ground rod being installed approximately 3 inches below the bottom of the handhole cover as specified in the plans.
5. Bonding of the #6 AWG stranded, insulated green grounding conductor to the signal pole base 5/16" grounding stud shall be accomplished by use of a UL listed Re-usable screw type active clamping ground lug with a tang that connects to the 5/16" signal pole base grounding stud.
6. Bonding of all ground rod electrodes to the #6 AWG stranded, insulated green conductor coming from the traffic signal cabinet and running to the signal pole base shall be accomplished by exothermic welding.
7. The exothermic welding is achieved by:
    a) Stripping off enough insulating material from the #6 AWG stranded green insulated grounding wire to ensure the insulation does not burn or melt during the welding process.
    b) Using a manufacturer's specific sized mold for exothermic welding of a #6 AWG stranded copper wire being welded to a non threaded 5/8 inch copper clad ground rod electrode. This mold must be a T type configuration with a 3 wire tap or 2 wire tap as specified in the plans.
    c) All exothermic welds shall be made in strict adherence to the weld manufactures instructions for material preparation, welding and testing of the exothermic weld.

8. Bonding of the #6 AWG stranded, insulated green grounding conductor to the signal pole base 5/16" grounding stud shall be accomplished by use of a UL listed Re-usable screw type active clamping ground lug with a tang that connects to the 5/16" signal pole base grounding stud.

9. The last paragraph on Page 650 shall read as follows:

   Metal poles, pedestals, cabinets, and other structures requiring a ground rod electrode shall be bonded to the ground rod electrode by a No. 6 stranded copper grounding electrode conductor. One end of the bonding jumper shall be attached to the lower part of the pole, pedestal, cabinet, or structure shaft or base and the other end attached to the ground rod electrode by an exothermic weld.

10. The first full paragraph on Page 651 shall read as follows:

    For bonding and grounding in all conduit systems, a No. 6 stranded insulated green equipment grounding conductor shall be installed with all electrical circuits. Where non-metallic conduit is to be installed for future use, the equipment grounding conductor may be omitted.

I. Oxide Inhibitor

The Contractor shall apply an oxide inhibiting agent to all No. 6 grounding connections after assembly and final connection.

J. Accessible Pedestrian Pushbuttons

Accessible pedestrian push buttons shall be installed at the locations as indicated on the plans. Each push button contains three (3) custom components; sign with Braille, push button arrow direction, custom voice messages. When installing these buttons careful attention to must be paid to the arrow direction and custom voice message so the correct button is placed in the proper location. The button must be mounted facing the pedestrian landing.

The Contractor shall apply to the APS wire termination blocks, after wire installation, an electrical insulating coating. MnDOT approved Electrical Insulating Coatings are listed on the MnDOT Approved Products List for Signals:

http://www.dot.state.mn.us/products/index.html

The Contractor shall apply a bead of 100% clear silicone sealant around the top half of the push button station housing where the push button comes in contact with the pole shaft button stations.

K. Pole Sealant

The Contractor shall place an adequate amount of 100% clear silicone sealant between the pole base plate and where it meets the transformer base to ensure a moisture proof seal between the pole and the transformer base. This seal shall be to the satisfaction of the Engineer.

L. Luminaires & Lamp Labeling

Luminaires and Lamps shall be marked according to 3810.2A. The term permanent marker shall be modified as follows "black oil based paint marker"

~~M. Signal Pole Foundations~~

~~Signal pole foundations which are being constructed may require special drilling into bedrock see Plan for soil boring information. The pole foundations shall be constructed in accordance with the applicable MnDOT Standard Plate 8120 or 8126. Special Drilling requirements shall be considered incidental to the pay item.~~

N. Signal Pole Installation to Concrete Foundation Anchor Rods

The Contractor shall install mast arm pole standards to concrete foundations anchor rods in accordance with the following installation procedure:

1. Clean exposed part of anchor rods with a wire brush or equivalent.
2. Assure clean anchor rods and that nuts will spin freely along entire length of all anchor rods.
3. Lubricate anchor rod threads with brush on anti-seize compound.
4. Install heavy hex leveling nuts and set them to level.
5. Install 1st set of washers, place base/pole on anchor rod cluster, install 2nd set of washers.
6. Install heavy hex top nuts and hand tighten.
7. Using "full force" and a standard wrench, or a few impacts of an impact wrench, tighten all top nuts in any order.
8. **(Critical)** Using "full force" and a standard wrench, tighten all leveling nuts in any order.
9. Mark positions of all top nuts in relation to its adjacent bolt. Using appropriate equipmen tighten all top nuts an additional 1/6 turn beyond tightening achieved in steps 6 and 7.
10. After 48 hours, with the entire mast arm pole standard [including mast arm(s), transformer base, and, if applicable, the luminaire extension] being completely assembled and installed, the nuts shall be checked to assure they have maintained tightness. If additional tightening is required, follow Steps 7 thru 9.

O. Intersection Traffic Control

In order to maintain adequate vehicular and pedestrian movements, the Contractor shall implement the following traffic control at each intersection:

1. 16th Street / South Broadway

   The existing signal may be turned off with prior authorization from the Engineer. All way stop control shall be implemented during any times that the signal is not operational.

   EXCEPT DURING ANY PERIODS OF AUTHORIZED WORK SUSPENSION, the Contractor shall be responsible for all maintenance of every signal system item of the new temporary traffic control signal system, except for the traffic signal cabinet and signal control equipment which will be maintained by the Department (includes timing and complete maintenance of the cabinet and control equipment) until final written acceptance of the project by the Engineer (MnDOT 1716).

   DURING ANY PERIODS OF AUTHORIZED WORK SUSPENSION, the Department will provide and maintain the existing traffic signal cabinet and control equipment and will maintain the existing traffic control signal system.

ss 3.4. Measurements and Payments

Signal System

Furnishing and installing materials and electrical equipment as specified herein, all to provide a complete operating new full-traffic-actuated traffic control signal systems at the locations specified herein, as contained in these Special Provisions and in the Plans will be measured as an integral unit and paid for as specified in MnDOT 2565.4 and MnDOT 2565.5 respectively for the following items:

ITEM	DESCRIPTION	UNIT
2565.511	FULL T ACT T CONTROL SIGNAL SYSTEM	SIG SYS

Hauling of City-furnished materials to the job site shall be considered incidental.

Department of Public Works
201 4th Street SE, Room 108
Rochester, MN 55904-3740
(507) 328-2400

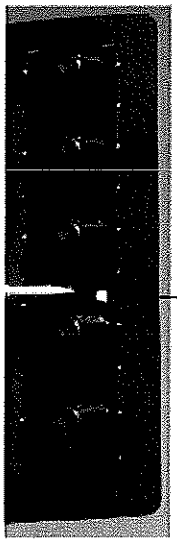
Contractor Certification of Disposal

Project No.:_____ **Location:** _____

We, _____, hereby certify that the mast arm pole standards
(Name of Contractor)
were rendered unusable, and the mast arm pole standards, and if applicable, pedestal shafts and bases were transported and disposed of in accordance with all requirements of the Minnesota Pollution Control Agency (MPCA) and the Occupational Safety & Health Administration (OSHA) for the removal, transporting, and disposal of waste.

_____ _____
SIGNATURE **DATE**

After signed and dated, the Contractor shall submit this form to the MnDOT project Engineer.
The Contractor shall also submit to the Engineer a copy of the "Tipping Receipt" that the Contractor receives from the scrap yard or recycler.

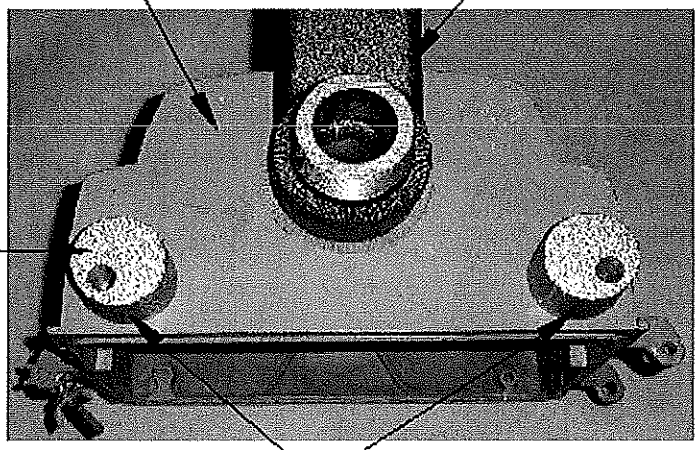


SIGNAL HEAD MOUNTING SPACER (2) REQUIRED

SIGNAL

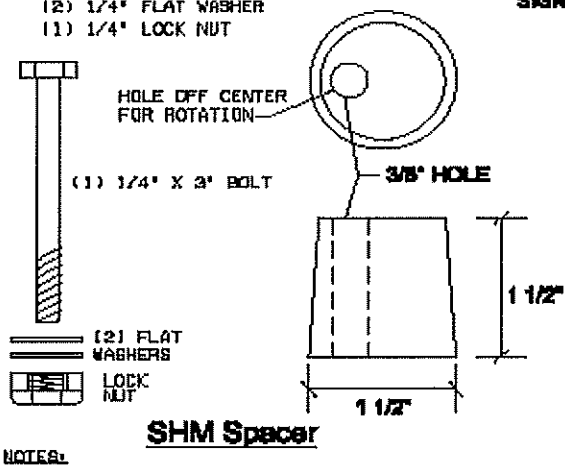
TOP VIEW

ANGLE OR STRAIGHT MOUNT



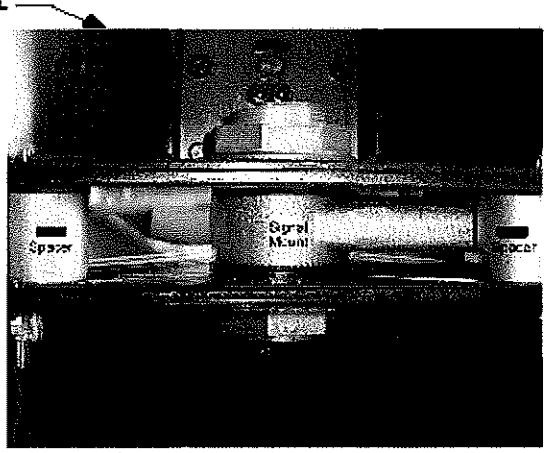
ROTATE TO BEST POSITION BETWEEN SIGNALS. ATTACH USING SUPPLIED HARDWARE, TWO REQUIRED PER MOUNT. CASTING CAN BE INVERTED.

SUPPLIED HARDWARE
SHM SPACER CASTING
(1) 1/4" X 3" BOLT
(2) 1/4" FLAT WASHER
(1) 1/4" LOCK NUT



SHM Spacer

SIGNAL



SIGNAL

SHM Spacer Installed

NOTES:
1. RECOMMENDED FOR 4 AND 5 SECTION PLASTIC SIGNAL ARRANGEMENTS.
2. TWO (2) SPACERS ARE REQUIRED PER MN/DOT SPECIFICATIONS FOR 4 AND 5 SECTION PLASTIC SIGNAL ARRANGEMENTS.
3. SOME SPECIFICATIONS REQUIRE THEM ON ALL PLASTIC SIGNAL VEHICLE ARRAGEMENTS.

SPACERS ALLOW THREE POINT STRESS RELIEF FOR MOUNTING SIGNALS HORIZONTALLY, OR FOR PLASTIC VEHICLE SIGNALS.

SIGNAL HEAD MOUNTING SPACER

12-22-06

NOT TO SCALE

STORM WATER POLLUTION PREVENTION PLAN (SWPP)

FOR

CITY PROJECT NO. **(6216-2-09)** J NO. **(7267)**

STATE PROJECT NO. **159-123-007 (055-625-024)**

MINNESOTA PROJECT NO. **STPM 5513(236)**

LOCATION: **16th Street SE, ROCHESTER, MN**

TYPE OF WORK **Reconstruction of Concrete Roadway, Including Storm Sewer, Watermain, Signal Replacement and Bituminous Trail**

LENGTH **0.30** MILES STARTING DATE: **April 1, 2014**

COMPLETION DATE: **July 19, 2014**

To comply with the General Stormwater Permit for Construction Activity (MN R100001)

STORM WATER POLLUTION PREVENTION PLAN CONTACTS

CONTACT INFORMATION		
Owner of the Site		
Business of Firm Name **City of Rochester**		
Last Name First Name Title **Kelm, Russ**	E-mail **rkelm@rochestermn.gov**	Telephone (*include area code*) **507-328-2417**
Mailing Address **201 4th Street SE, Rm 108**	City **Rochester**	State Zip Code **MN, 55904**
Alternate Contact Last Name First Name **Kelm, Russ**	E-mail **rkelm@rochestermn.gov**	Telephone (*include area code*) **507-328-2417**
Contractor (Person who will oversee implementation of the SWPPP)		
Business of Firm Name		
Last Name First Name Title	Last Name First Name Title	Last Name First Name Title
Mailing Address	Mailing Address	Mailing Address
Alternate Contact Last Name First Name	Alternate Contact Last Name First Name	Alternate Contact Last Name First Name

FIGURE 1 – PROJECT LOCATION QUADRANGLE MAP

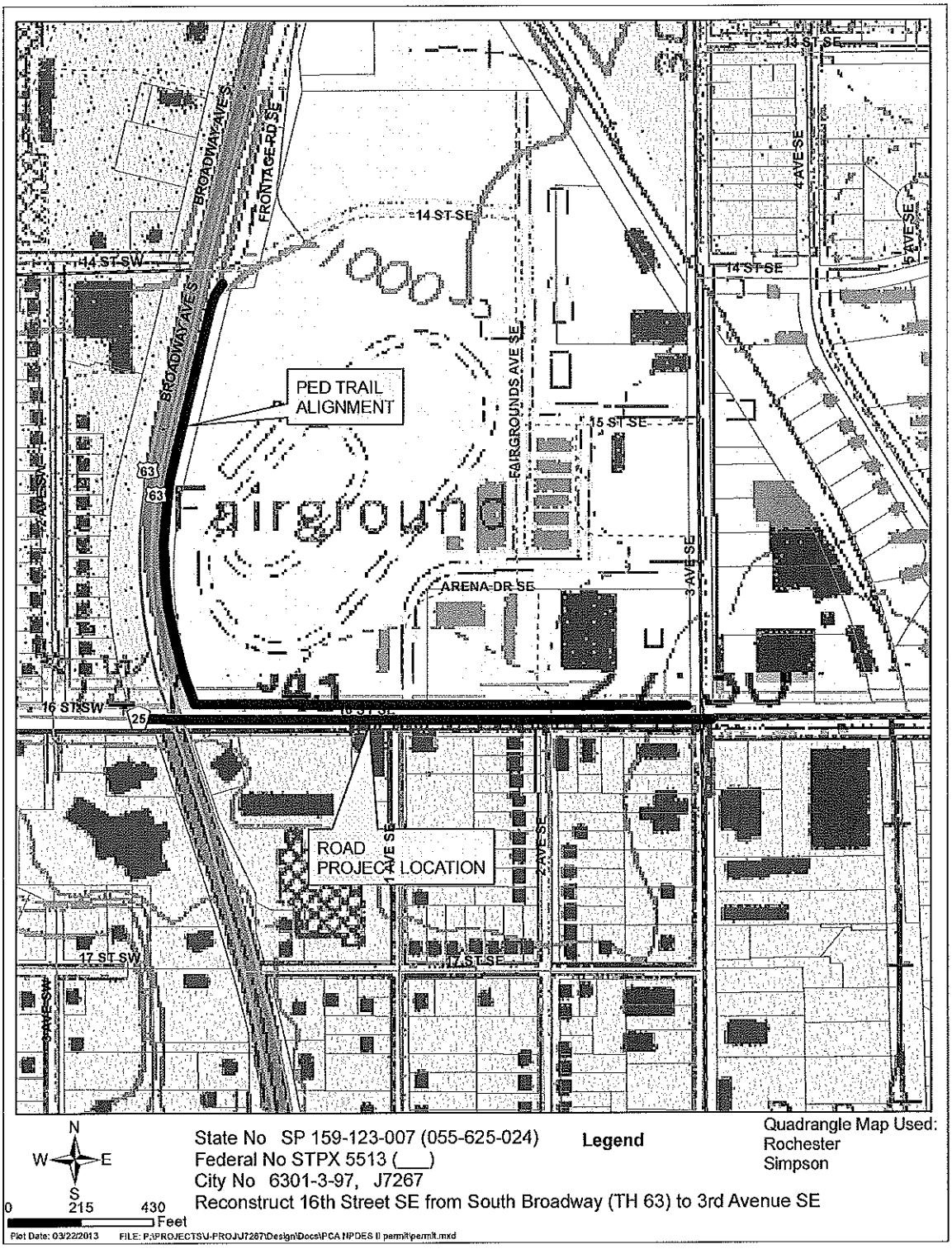


FIGURE 2 –OLMSTED COUNTY GEOLOGIC ATLAS SOIL TYPES MAP

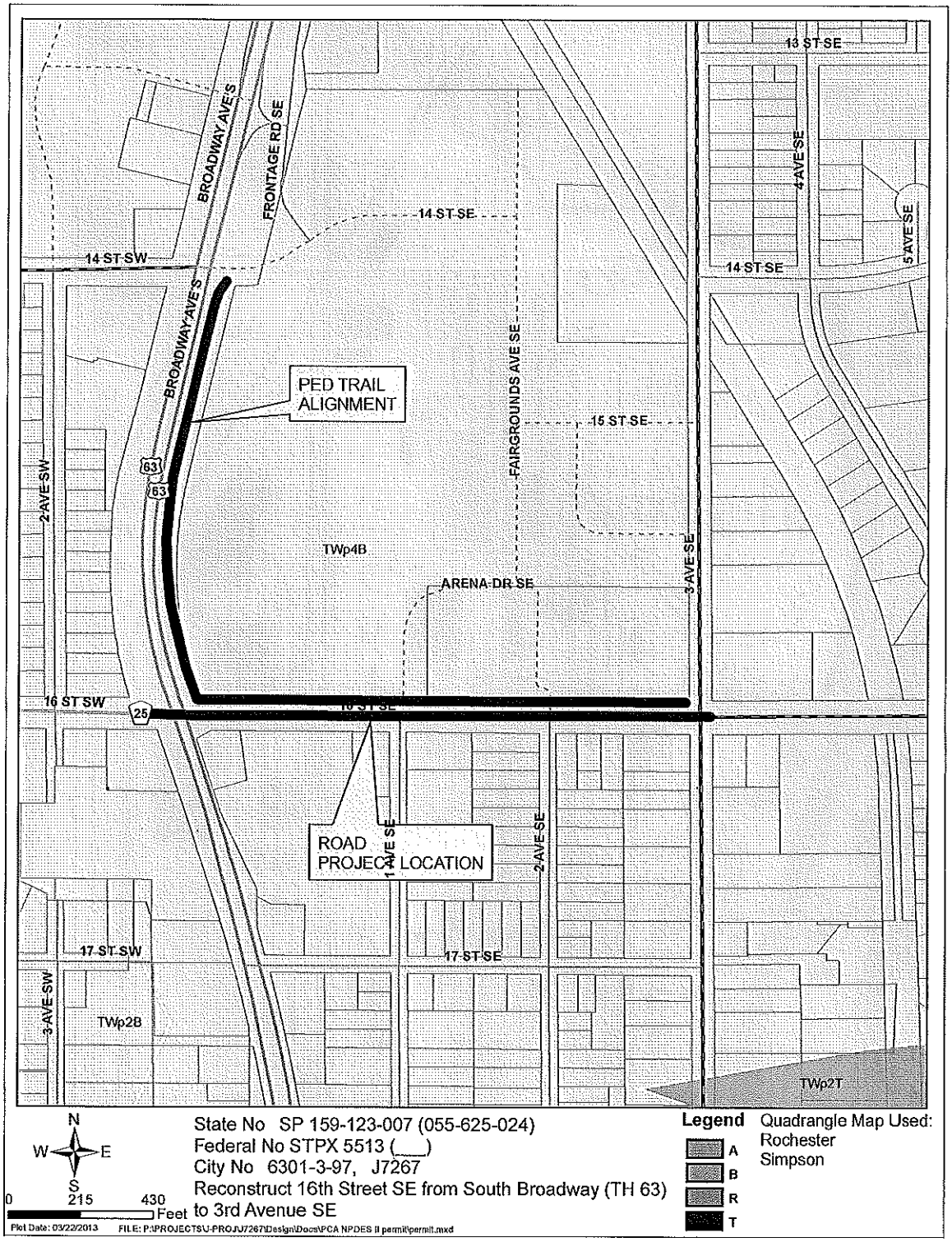
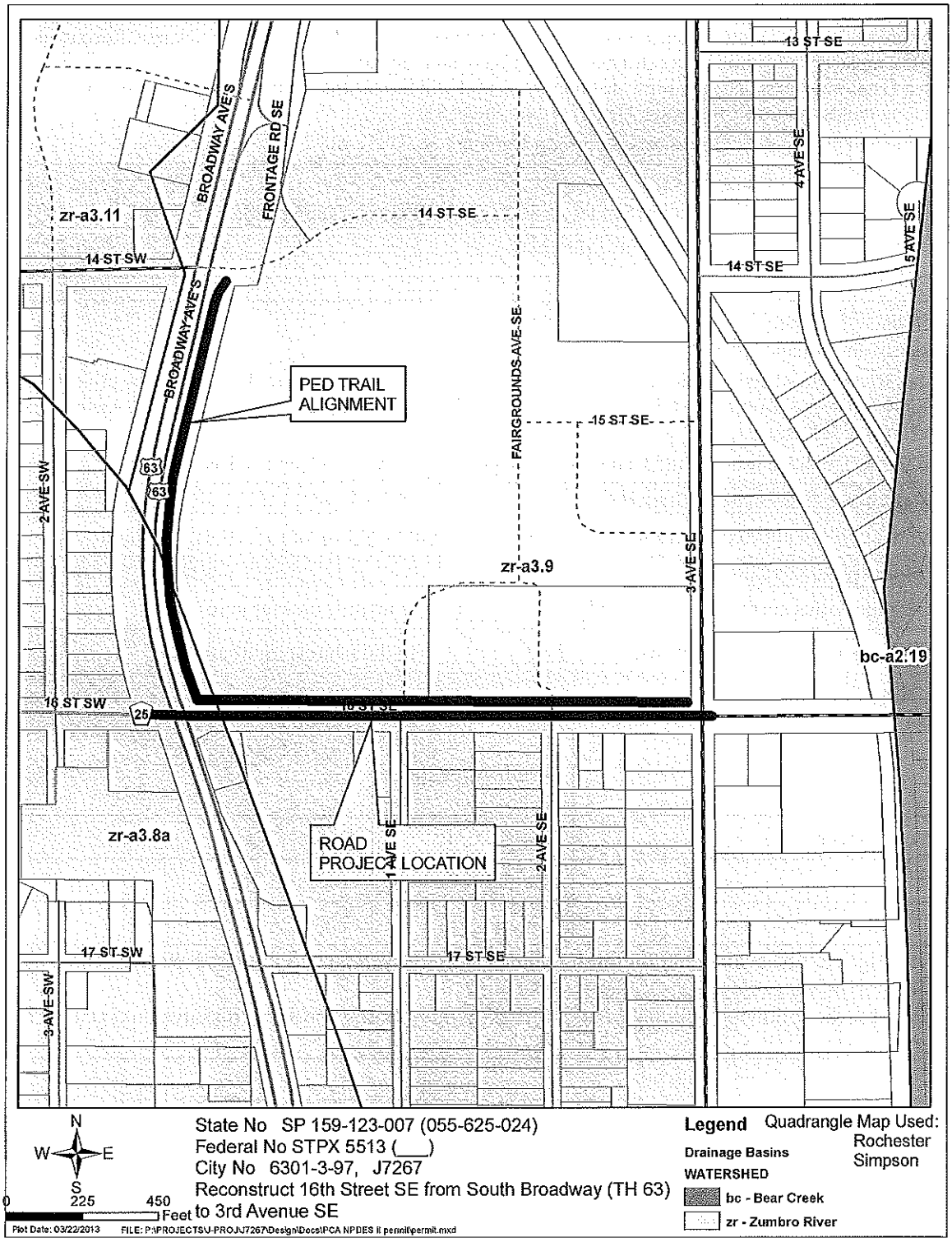


FIGURE 3 – DEPARTMENT OF NATURAL RESOURCES (DNR) WATERSHEDS MAP



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CONSTRUCTION PROJECT INFORMATION (III.A)

Describe the construction activity (what will be built, general timeline, etc.)

The preferred alternative includes reconstruction of the existing concrete pavement surface at its present location. The reconstruction removes the structurally deficient 9-ton section, and rebuilds it to a 10-ton design thickness. Reconstruction also includes utility replacement (storm sewer structures, watermain, and sanitary sewer structures) and replacement of the South Broadway (TH 63) traffic signal. A 10 ft wide bituminous trail will be constructed on the north side of 16th St SE and continue north along the east side of Broadway (TH 63) to 14th Street SE.

See also the grading and underground plan sheets for project features.

Describe soil types found at the project.

The soils are classified by the Soil Conservation Service as SCS type B (Bedrock Dominated).

See Figure 2 –Olmsted County Geologic Atlas Soil Types Map.

Describe watershed/drainage areas found at the project.

The roadway exists within 1 major watershed the Zumbro River.

The entire Zumbro River watershed is about 11,534 acres of largely level, rural agricultural landscape. The project is located within approximately 8 acres of the middle portion of a contributory basins named Zumbro River – Area (zr-a3.9,), which has a total area of 385 acres.

The Golden Hill Storm Trunkline is in the middle portion of the project, serving a 98 acre upland portion of the watershed.

Project Size (number of acres to be disturbed)

Construction limits contain approximately 8.0 acres of City and State right of way, County Parkland.

Cumulative Impervious Surface

Existing area of impervious surface 2.00 (to the nearest quarter acre)

Post construction area of impervious surface 2.30 (to the nearest quarter acre)

Receiving Waters

Name of Water Body	**Type** (ditch, pond, wetland, lake, stream, river)	**Special Water?** (See Stormwater Permit Appendix A)	**Impaired Water?**** (See Stormwater Permit Appendix A)
Zumbro River	River	☐ Yes X No	X Yes ☐ No
		☐ Yes ☐ No	☐ Yes ☐ No
		☐ Yes ☐ No	☐ Yes ☐ No

*Water Body ID might not be available for all water bodies. Use the Special and Impaired Waters Search Tool at: www.pca.state.mn.us/water/stormwater/stormwater-c.html

** Impaired water for the following pollutant(s) or stressor(s): phosphorus, turbidity, dissolved oxygen, or biotic impairment

GENERAL SITE INFORMATION (III.A)
Describe the location and type of all temporary and permanent erosion prevention and sediment control BMPs. Include the timing for installation and procedures used to establish additional temporary BMPs as necessary. (III.A.4.a) In addition to Division S section (2575) Permanent Erosion Control and Turf Establishment: In areas within 200 feet of surface waters, MnDOT rapid stabilization method 3 will be used. Areas within 10 feet of the pavement will be seeded and immediately mulched and anchored.
Refer to the Estimated Quantities plan sheet for the anticipated quantities for the life of the project for all erosion prevention and sediment control BMPs (III. A. 4.b)
Refer to the plans for the following features (III.A.3.b – f): • Existing and final grades, including dividing lines and direction of flow for all pre and post-construction stormwater runoff drainage areas located within the project limits. • Locations of impervious surfaces and soil types. • Locations of areas not to be disturbed. • Location of areas of phased construction. • All surface waters and existing wetlands within 1-mile from the project boundaries that will receive stormwater runoff from the site (identifiable on maps such as USGS 7.5 minute quadrangle maps, see Figure 1 – Project Location Quadrangle Map). Where surface waters receiving runoff associated with construction activity will not fit on the plan sheet, they must be identified with an arrow, indicating both direction and distance to the surface water. • Methods to be used for final stabilization of all exposed soil areas.
Were stormwater mitigation measures required as the result of an environmental, archaeological, or other required local, state, or federal review of the project? If yes, describe how these measures were addressed in the SWPPP. (III.A.6.) No.
Is the project located in a karst area such that additional measures would be necessary to protect drinking water supply management areas as described in Minn. R. chapters 7050 and 7060? If yes, describe the additional measures to be used. (III.A.7.) No.
Does the site discharge to a calcareous fen listed in Minn. R. 7050.0180, subp. 6.b.? If yes, a letter of approval from the Minnesota Department of Natural Resources must be obtained prior to application for this permit. (Part I B.6 and Part III.A.8) No.
Does the site discharge to a water that is listed as impaired for the following pollutant(s) or stressor(s): phosphorus, turbidity, dissolved oxygen or biotic impairment? Use the Special and Impaired Waters Search Tool at: www.pca.state.mn.us/water/stormwater/stormwater-c.html. If no, skip to next box. Does the Impaired water have an approved TMDL with an Approved Waste Load Allocation for construction activity? If yes: a. List the receiving water, the areas of the site discharging to it, and the pollutant(s) identified in the TMDL b. List the BMPs and any other specific construction stormwater related implementation activities identified in the TMDL. If the site has a discharge point within one mile of the impaired water and the water flows to the impaired water but no specific BMPs for construction are identified in the TMDL, the additional BMPs in Appendix A (C.1 and C.2) must be added to the SWPPP and implemented. (III.A.7). The additional BMPs only apply to those portions of the project that drain to one of the identified discharge points. No.

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TRAINING (III.A)

Training is required for all permitted projects after February 1, 2010. It must be provided by entities with expertise in erosion prevention, sediment control or permanent stormwater management. Training must be focused on the individual's job duties as they relate to the permit requirements (Part III.A.2). Who must be trained?

Individual(s) preparing the SWPPP for the project

Individual(s) overseeing the implementation of, revising and amending the SWPPP and individuals performing inspections required by the permit

Individuals performing or supervising the installation, maintenance or repair of BMPs

Names of the personnel trained; dates of training; name of instructor(s) and entity

providing training; content of training course or workshop (including number of hours of training)

Part III A 2 (c) Training documentation: Names and certification of the personnel associated with the project through the University of Minnesota, Minnesota Erosion Control Association,

ED 3001 Design of Construction Stormwater Pollution Prevention Plans. This two-day course is for personnel involved with the design of construction stormwater pollution prevention plans.

Name	Expire Date
Feine, Cal	May 31, 2016
Kelm, Russ	May 31, 2016
Horstmann, Al	May 31, 2016
Wallace, Ron	May 31, 2015

EM 2001 Construction Site Management. This two-day course is designed for those who supervise, run, or direct construction site operations, grading work, culvert replacement work, and bridge construction work.

Name	Expire Date	Name	Expire Date
Josh Fjetland	5/31/2016	Brian Monosmith	5/31/2014
Mike Glenzinski	5/31/2015	Dave Moore	5/31/2016
Tim Klein	5/31/2015	Kyle Schlink	5/31/2016
Mike Kraszewski	5/31/2014	Dave Trotter	5/31/2014
Dan Lybeck	5/31/2015	Dan Weber	5/31/2015

Certified Professional in Erosion and Sediment Control. A CPESC is a recognized specialist in soil erosion and sediment control. CPESCs have educational training, demonstrated expertise, experience in controlling erosion and sedimentation, and meet certification standards, exam given through EnviroCert International, Inc

Name	Company	Cert Date
Kraszewski, Mike	City of Rochester	Mar 21, 2014

SELECTION OF A PERMANENT STORMWATER MANAGEMENT SYSTEM (III.C)

Will the project create a new cumulative impervious surface greater than or equal to one acre? ☐ Yes X No

If yes, a water quality volume of ½ inch of runoff from this area must be treated before leaving the site or entering surface waters (1 inch if discharging to special waters).

Describe which method will be used to treat runoff from the new impervious surfaces created by the project (III.C):

- Wet sedimentation basin
- Infiltration/Filtration
- Regional ponds
- Combination of practices

Include all calculations and design information for the method selected. See Part III.C of the permit for specific requirements associated with each method.

Water quality volume calculations:

If it is not feasible to meet the treatment requirement for the water quality volume, describe why. This can include proximity to bedrock or road projects where the lack of right of way precludes the installation of any permanent stormwater management practices. Describe what other treatment, such as grasses swales, smaller ponds, or grit chambers, will be implemented to treat runoff prior to discharge to surface waters. (III.C)

If proposing an alternative method to treat runoff from the new impervious surfaces, describe how this alternative will achieve approximately 80% removal of total suspended solids on an annual average basis (III.C.5). NOTE: If proposing an alternative method, you must submit your SWPPP to MPCA at least 90 days prior to the starting date of the construction activity.

RECORDS RETENTION (III.D)

Describe your record retention procedures (must be kept at the site) (III.D). Records must include:

- Copy of SWPPP and any changes
- Training documentation (III.A.2.)
- Inspection and maintenance records
- Permanent operation and maintenance agreements
- Calculations for the design of temporary and permanent stormwater management systems.

An inspection log will be kept on-site and will include the results of all inspections. The schedule for the inspections is a minimum of once every 7 days and within 24 hours of a rainfall exceeding 0.5" in 24 hours.

EROSION PREVENTION PRACTICES (IV.B)

Describe construction phasing, vegetative buffer strips, horizontal slope grading, and other construction practices to minimize erosion. Delineate areas not to be disturbed (e.g., with flags, stakes, signs, silt fence, etc.) before work begins.

See Construction Erosion Control/Turf Establishment Plans. All disturbed soils will be seeded, mulched, anchored, and fertilized within 7 days as per NPDES Permit Appendix A Section C.1.

General Sequencing:

1. Install silt fence, inlet protection, or Biorolls at locations around the perimeter as shown on the plans.

2. Keep abutting property owners informed in advanced when areas are going to be disturbed.
3. Install Tree Protection
4. Clear and grub, utility removals.
5. Install temporary sediment basin/sediment trap outlet if trench dewatering discharge as necessary and according to the discharge permit.
6. Trench excavate and backfill for installation of utilities. The Contractor shall conduct extreme care for the excavation of soils on this project to maintain soil separation of the naturally occurring soil Horizon or Layers. This is to allow for the soils in the different horizons to be restored to their native layers. In addition at least 6 inches of topsoil shall be salvaged and reinstalled as a top dressing in seeding areas and 3 inches in sodded areas.
7. Construct embankment.
8. Construct curb and gutter
9. Pave.
10. right of way areas will be hydro-seeded with a Commercial Seed mix No 260 or sod, Ditch areas will receive erosion control sod, stabilization mats, erosion control blankets depending on slope, and seed mix no 310.
11. Other residential roadway right-of-way and Out lot areas disturbed on the project will be will be restored with Sod.
12. Restore driveways, pedestrian facilities, and boulevards.
13. Complete final vegetation restoration, hydro-seeding, and sod.

Describe temporary erosion protection or permanent cover used for exposed soil. All exposed soil areas must be stabilized as soon as possible but in no case later than 14 days after the construction activity in that portion of the site has temporarily or permanently (part IV.B.2)

All disturbed soils will be seeded, mulched, anchored, and fertilized within 7 days. Some areas will be sodded and fertilized. For disturbed soil within 200 lineal feet of a surface water, rapid stabilization method 2 or 3 will be used. Rapid stabilization methods entail hydroseeding, mulching, and fertilizing within 7 days of soil disturbance.

For drainage or diversion ditches, describe practices to stabilize the normal wetted perimeter within 200 lineal feet of the property edge or point of discharge to surface water. The remaining portions of the temporary or permanent ditch or swale must be stabilized within 14 days after connecting to surface waters and construction in that portion of the ditch has temporarily or permanently ceased.

Describe other erosion prevention practices (list and describe).

Construction Staging is required to reduce exposed areas.

SEDIMENT CONTROL PRACTICES (IV.C)

Describe sediment control practices used to minimize sediments from entering surface waters, including curb and gutter systems and storm drain inlets. At a minimum, these sediment control practices must include:

- Sediment controls for temporary or permanent drainage ditches and sediment basins that are designed as part of a treatment system
- Installation of check dams or other grade control practice to ensure sheet flow and prevent rills (for slope lengths greater than 75 feet with a grade of 3:1 or steeper).
- Sediment control practices on all down gradient perimeters prior to land disturbing activities.
- Storm drain inlet protection for all inlets.

- Silt fencing or other sediment control surrounding temporary soil stockpiles.
- Minimize vehicle tracking of sediments (e.g., stone pads, concrete or steel wash racks, or equivalent systems).
- Street sweeping of tracked sediment.
- Temporary sedimentation basins (see Part III.B).

Biorolls will provide sedimentation along the ditches; silt fence will encompass the remaining project to control sediment within the project area.

Inlet protection will control sediment at structures. Stabilized vehicle entrances will be constructed as shown on plans. Vegetation restoration and sodding will stabilize soils surfaces.

Timing:

1. Install silt fence prior to clear and grub operations.
2. Install inlet protection.
3. Water for dust control as needed.
4. Install Rapid Stabilization Method 3 within 7 days of finish grading by the Contractor.
5. Install permanent turf establishment within 7 days of finish paving operations.
6. Inform abutting property owners of care for permanent turf establishment.

DEWATERING AND BASIN DRAINING (IV.D)

Will the project include dewatering or basin draining? ☐ Yes X No

If yes, describe BMPs used so the discharge does not adversely affect the receiving water or downstream landowners.

The project **will not** include dewatering for the entire project. The Contractor shall be responsible for obtaining a Water Appropriation Permit from the Department of Natural Resources (DNR) if necessary. The Contractor will also be responsible for obtaining all other necessary permits and approvals, as well as all fees and documentation associated with the permits.

Additional BMPs for Special Waters and Discharges to Wetlands (Appendix A, Parts C and D)

Special Waters. Does your project discharge to special waters? ☐ Yes X No If no, skip to Wetlands section below.

If proximity to bedrock or road projects where the lack of right of way precludes the installation of any of the permanent stormwater management practices, then other treatment such as grassed swales, smaller ponds, or grit chambers is required prior to discharge to surface waters. Describe what other treatment will be provided.

Describe erosion and sediment controls for exposed soil areas with a continuous positive slope to a special waters, and temporary sediment basins for areas that drain 5 or more acres disturbed at one time.

Describe the undisturbed buffer zone to be used (not less than 100 linear feet from the special water).

Describe how the permanent stormwater management system will ensure that the pre and post project runoff rate and volume from the 1, and 2-year 24-hour precipitation events remains the same.

.

Describe how the permanent stormwater management system will minimize any increase in the temperature of trout stream receiving waters resulting in the 1, and 2-year 24-hour precipitation events.

No temperature changes are a result of the project.

Wetlands. Does your project discharge stormwater with the potential for significant adverse impacts to a wetland (e.g., conversion of a natural wetland to a stormwater pond)? ☐ Yes X No

If Yes, describe the wetland mitigation sequence that will be followed in accordance with Part D of Appendix A.

There are no wetlands on the project.

INSPECTIONS AND MAINTENANCE (IV.E)

Describe procedures to routinely inspect the construction site:

- Once every seven (7) days during active construction and,
- Within 24 hours after a rainfall event greater than 0.5 inches in 24 hours, and within seven (7) days after that.

Inspections must include stabilized areas, erosion prevention and sediment control BMPs, and infiltration areas.

Inspection and maintenance practices:

In addition to complying with the requirements of the NPDES permit, the Erosion Control (EC) Supervisor shall inspect erosion control measures on a weekly basis and after each 1/2" rain event. Inspections are required to be documented by the EC Supervisor. The City of Rochester shall create a job/permit on a website provided by the City (PermiTrack). Further, the City will provide the EC Supervisor with a permit number and access code for the job on the website.

The EC Supervisor shall:

a. Within ten (10) working days of receipt of the permit number and access code, enter the website and create a list of site erosion control practices that are proposed on the approved plan.
b. Within ten (10) working days of actual start of work – enter the website and document that the practices that have been installed in accordance with the approved plan.
c. Provide weekly and event driven erosion inspection documentation of the condition of the practices and note any repairs needed and actions taken.
d. Within ten (10) working days of completion of the project, enter the project and note that the project has been terminated and a notice of termination (NOT) has been submitted to the Minnesota Pollution Control Agency.
e. Upon written or verbal notice by an agent at the City of Rochester to the supervisor or the supervisor's designated representative regarding an erosion control action or repair needed to bring the site into compliance the supervisor shall have not less than 24 nor more than 72 hours to bring the project site into compliance and document those actions on the website. The time allotted to bring the site into compliance shall be noted on the notice.

POLLUTION PREVENTION MANAGEMENT MEASURES (IV.F)
Describe practices to properly manage and dispose of solid waste, including trash (IV.F.1) As per NPDES Permit Part IV.F.1 all collected sediment, asphalt and concrete millings, floating debris, paper, plastic, fabric, construction and demolition debris and other wastes will be disposed properly and comply with MPCA disposal requirements and MnDOT Specification 1717.A4.
Described practices to properly manage hazardous materials (IV.F.2). As per NPDES Permit Part IV.F.2 Oil, gasoline, paint and any hazardous substances must be properly stored, including secondary containment, to prevent spills, leaks or other discharge. Restricted access to storage areas must be provided to prevent vandalism. Storage and disposal of hazardous waste must be in compliance with MPCA regulations.
Describe practices for external washing of trucks and other construction vehicles (IV.F.3) As per NPDES Permit Part IV.F.3 External washing of trucks and other construction vehicles must be limited to a defined area of the site. Runoff must be contained and waste properly disposed of. No engine degreasing is allowed on site.
Describe how are you going to provide a safe, leak proof, concrete washout on site (IV.F.4): To be completed by contractor. Or follow: 1. External washing of trucks and construction vehicles will be limited to a defined staging area. Runoff will be contained and properly disposed of. 2. Engine degreasing is not allowed on site. 3. Concrete trucks are to wash out or discharge surplus concrete or drum wash water within a designated location away from stormwater drains and waterways.
Describe your spill prevention plan. To be completed by contractor.
Describe measures to address sanitary and septic waste. Sanitary and septic waste disposal will comply with the MPCA Septage Management Guidelines incorporating 40 CFR part 503.
FINAL STABILIZATION (IV.G)
Describe how you will achieve final stabilization of the site (IV.G). See Erosion Control/Turf Establishment Plan sheets. Final stabilization will be achieved by,sodding and fertilizing. In other areas seeding, mulching, anchoring, and fertilizing will occur. All soil disturbing activities at the site have been completed and all soils must be stabilized by a uniform perennial vegetative cover with a density of 70% over the entire pervious surface area, or other equivalent means necessary to prevent soil failure under erosive conditions. All sediment must be removed from conveyance systems and ditches must be stabilized with permanent cover. Prior to submission of the Notice of Termination (NOT), all temporary synthetic and structural erosion prevention and sediment control BMPs (such as silt fence) must be removed on the portions of the site for which the Permittee is responsible. BMPs designed to decompose on site (such as some compost logs) may be left in place.

Department of Public Works
201 4th Street SE, Room 108
Rochester, MN 55904-3740
(507) 328-2400

NOTICE TO CONTRACTOR
Storm Water Permit Application

The enclosed **Application for General Storm Water Permit for Construction Activity** must be completed (**Questions #4 and 15**) and mailed to:

Minnesota Pollution Control Agency
Metro District, Community and Area-wide Programs
520 Lafayette Road North
St. Paul, Minnesota 55155-4194

The application fee of **$400.00**, payable to Minnesota Pollution Control Agency, must also be included with the Application.

NPDES Declaration

The enclosed **NPDES Declaration** must be completed and mailed with a copy of the above application, and your Contracts and Bonds, to the addresses below:

Russell Kelm, PE
Department of Public Works
201 4th St SE, Rm 108
Rochester, MN 55904-3740
Direct: (507) 328-2417

Mr. Steven Kirsch – DSAE
MnDOT – D6
Box 6177
2900 48th St. NW
Rochester, MN 55903-6177

This **National Pollution Discharge Elimination Declaration** shall be executed by the bidder:

STATE OF MINNESOTA)
) ss.
CITY OF ROCHESTER)

I, _____, do state under penalty of perjury
(*name of the person signing this declaration*)
under 28 U.S.C. 1746 of the laws of the United States:

(1) that I am the authorized representative of _____

_____,
(*name of the person, partnership or corporation submitting this proposal*)
and that I have the authority to make this declaration for and on behalf of said bidder;

(2) that in connection with this proposal, the said bidder has completed the required **Application For General Storm Water Permit for Construction Activity** (aka National Pollution Discharge Elimination (NPDES) permit);

(3) that the application fee and completed application have been sent to the Minnesota Pollution Control Agency;

(4) that I have fully informed myself regarding the accuracy of the statements in this declaration.

Signed: _____ _____
(bidder or authorized representative) *Date*

Department of Public Works
201 4th Street SE, Room 108
Rochester, MN 55904-3740
(507) 328-2400

APPLICATION FOR GENERAL STORMWATER PERMIT FOR CONSTRUCTION ACTIVITY (MN R100001):

Permit No: MN R100001

Complete your application online!

Minnesota Pollution Control Agency

Application for General Stormwater Permit for Construction Activity (MN R100001)

National Pollutant Discharge Elimination System / State Disposal System (NPDES/SDS)

Please submit to: Minnesota Pollution Control Agency
Construction Stormwater Permit Program
520 Lafayette Road North, St. Paul, MN 55155-4194

PLEASE READ: This form is for new permit applications only. Use the Notice of Termination/Permit Modification form to transfer permit coverage for a project or a portion of a project to a new owner/contractor. Forms are available at the MPCA's Construction Stormwater Web site: www.pca.state.mn.us/water/stormwater/stormwater-c.html. Complete your application online!

Please refer to the application instructions and the NPDES/SDS General Stormwater Permit for Construction Activity (MN R100001) as you complete this form. Brackets '[ ]' refer to specific parts of the permit. For assistance, call the Stormwater Program at 651-757-2119 or toll-free at 800-657-3804.

Are you ready to apply?

1. Stormwater Pollution Prevention Plan (SWPPP)

a. Has a Stormwater Pollution Prevention Plan been developed for this project and incorporated into the project's plans and specifications [Part III.A] ☒ Yes ☐ No

b. If an environmental review was required for this project or a common plan of development or sale that includes this project, has the environmental review been completed and all stormwater mitigative requirements been incorporated in the SWPPP as required in Part III.A.6 of the permit? ☒ Yes ☐ No ☐ NA

2. Discharges to Special or Impaired Waters

a. If any portion of the project has a discharge point within 1 mile of a special water or a water that is impaired for sediment or a sediment related parameter (see Appendix A.B), does the SWPPP contain the additional requirements found in Appendix A, Part A-C? If the project does not have a discharge point within 1 mile of a special water or a water that is impaired for sediment or a sediment related parameter of the permit indicate "NA" ☒ Yes ☐ No ☐ NA

b. If this project is discharging to a Calcareous fen, has an approval letter been obtained from the DNR as required in Part III.A.8 of the permit? ☐ Yes ☐ No ☒ NA

STOP if you responded 'No' to any question above. A SWPPP must be developed prior to submitting a permit application. Complete the above requirements and check 'Yes' before submitting this application. Continue if you responded 'Yes' or 'NA' to all questions above.

3. Additional Application Review:

a. Will the project include alternative treatment methods? [Part III.C.5] If yes, this application and the alternative treatment plans must be submitted a minimum of 90 days before construction starts. ☐ Yes ☒ No

b. If yes, are the plans attached? ☐ Yes ☐ No

c. Will the project disturb 50 acres? AND Is there a discharge point within one mile of an impaired or special water whose discharge may reach an impaired or special water listed in Appendix A of the permit? [Part II.B.1.b] If yes, this application and the SWPPP must be submitted a minimum of 30 days before construction starts. ☐ Yes ☒ No

d. If 'Yes,' is the SWPPP attached? ☐ Yes ☐ No

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Permit No: MN R100001

4. Application Fee:

Is the required $400 Application Fee (payable to the MPCA) enclosed? ☐ Yes

Construction Activity Information

5. Project name: J7267 Reconstruct 16th Street SE from South Broadway (TH 63) to 3rd Avenue SE

6. Project location:

a. Briefly describe where the construction activity occurs (For example: "Intersection of 45th St. and Irving Ave.") Include address if available: 16th Street SE from South Broadway (TH 63) to 3rd Avenue SE

b. All cities where project will occur: Rochester

c. All counties where project will occur: Olmsted

d. All townships where project will occur: Rochester

e. Project ZIP Code: 55904

f. Latitude and longitude of approximate centroid of project:

Latitude:	44.0000 °	N (decimal) *Preferred*	*Longitude:*	92.4623 °	W (decimal) *Preferred*
	__ ° __ ' __	N (degrees, minutes, seconds)		__ ° __ ' __	W (degrees, minutes, seconds)

g. Method used to collect latitude and longitude:

☐ GPS
☐ USGS Topographic map — Map scale: _____
☒ Other

7. Project size:

Number of acres to be disturbed to the nearest quarter acre: 8.0

8. Project map:

A map must be included with the application for all projects disturbing 50 acres or more. Is a project map included? ☐ Yes ☐ No

9. Project type:

☐ Residential ☐ Residential / Road construction ☐ Other: ☐
☐ Commercial / Industrial ☐ Commercial / Road construction
☒ Road construction ☐ Commercial / Residential / Road construction

10. Cumulative impervious surface:

a. Existing area of impervious surface in acres: 2.0

b. Post-construction area of impervious surface in acres (If additional new impervious surface created by the project is less than one acre, skip to Question 12): 2.3

Permit No: MN R100001

11. Permanent stormwater management:

- ☐ Wet sedimentation basin
- ☐ Infiltration / filtration
- ☐ Regional ponding
- ☐ Other (Use only if there is no feasible way of installing the treatment systems listed above for reasons such as lack of right-of-way or proximity to bedrock)
- ☐ Alternative methods (If using alternative methods, construction cannot commence until receiving approval from the MPCA.)

12. Receiving waters:

Identify surface waters within one mile of project boundary that will receive storm water from the site or discharge from permanent Stormwater management system. Include waters shown on USGS 7.5 minute quad or equivalent, all Special Waters and Impaired waters identified in Appendix A of the permit (To find Special or Impaired Waters, use the Special and Impaired Waters Search tool at www.pca.state.mn.us/water/stormwater/stormwater-c.html.

The Impaired Waters* list, also known as the Section 303(d) list can be found at http://www.pca.state.mn.us/water/tmdl/index.html Use additional paper if necessary.

* Impaired waters for the purpose of this permit are those identified as impaired for the following pollutant(s) or stressor(s): phosphorus, turbidity, dissolved oxygen, or biotic impairment

Name of water body	Type of water body (Ditch, pond, wetland, stream, river)	Special Water? See Stormwater Permit, Appendix A	Impaired Water? See Stormwater Permit, Appendix A
Zumbro River	River	☐ Yes ☒ No	☒ Yes ☐ No
		☐ Yes ☐ No	☐ Yes ☐ No
		☐ Yes ☐ No	☐ Yes ☐ No
		☐ Yes ☐ No	☐ Yes ☐ No

13. Dates of construction

a. Start date: / /

b. Estimated Completion date: / /

STOP This form will not be accepted if the Owner and Contractor contact information sections, below, are BOTH not completed and signed. If the owner is also the contractor, or a contractor hasn't yet been selected, the owner must also fill out the contractor information section and sign again.

Permit No: MN R100001

Responsible parties — BOTH PARTIES MUST SIGN

Owner

City of Rochester

Business or firm name		
Kelm	Russell	Design Engineer
Last name	First name	Title
rkelm@rochestermn.gov	507-328-2417	
E-mail	Phone (include area code)	
201 4th St SE, Rm 108	Rochester	MN 55904
Mailing address	City	State ZIP Code
Nelson, Doug	dnelson@rochestermn.gov	507-328-2423
Alternate contact name	E-mail	Phone (include area code)

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage this system, or the persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I also certify under penalty of law that I have read, understood, and accepted all terms and conditions of the NPDES/SDS General Stormwater Permit Construction Activity (MN R100001) that authorizes stormwater discharges associated with the construction site identified on this form.

X Authorized signature: Russell J. Kelm Date: 03/25/13

This Application must be signed by:

- *Corporation: a principal executive officer of at least the level of vice-president or the duly authorized representative or agent of the executive officer if the representative or agent is responsible for the overall operation of the facility that is the subject of the permit application.*
- *Partnership or Sole Proprietorship: a general partner or the proprietor.*
- *Municipality, State, Federal or Other Public Agency: principal executive officer or ranking elected official.*

Contractor

Business or firm name		
Last name	First name	Title
E-mail	Phone (include area code)	
Mailing address	City	State ZIP Code
Alternate contact name	E-mail	Phone (include area code)

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage this system, or the persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

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X Authorized signature: _____ Date: _____

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